

July 29, 2003

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**RECOMMENDATION TO APPROVE CONTRACTS TO PROVIDE
EMERGENCY SHELTER SERVICES TO HOMELESS
GENERAL RELIEF APPLICANTS AND PARTICIPANTS WITH
THE WEINGART CENTER ASSOCIATION AND
SINGLE ROOM OCCUPANCY HOUSING CORPORATION
(ALL DISTRICTS - 3 VOTES)**

IT IS RECOMMENDED THAT YOUR BOARD

1. Approve and instruct the Chair to sign the enclosed three-year contracts with the Weingart Center Association (WCA), a private nonprofit organization, and with the Single Room Occupancy Housing Corporation (SRO), a private nonprofit organization, to provide temporary shelter to homeless General Relief (GR) applicants and participants, for the term starting September 1, 2003 or the date after Board approval, whichever is later, through August 31, 2006, with an estimated annual cost of \$438,000 for the contract with WCA and \$1,007,400 for the contract with SRO, fully financed by net County cost (NCC). Funding for these contracts is included in the FY 2003-04 Adopted Budget. Funding for future years will be included in the Department's annual budget requests.
2. Delegate authority to the Director, Department of Public Social Services (DPSS), to prepare and sign amendments to these contracts that result in any decrease, or any increase of no more than ten percent of the original contract rates when the change is necessitated by additional units of service or in order for the Contractor to remain in compliance with changes in the County requirements. The approval of County Counsel and the Chief Administrative Office (CAO) will be obtained prior to executing such amendments, and the Director will notify the CAO in writing within ten business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Pursuant to the provisions of Section 17000 of the California Welfare and Institutions Code, the County Department of Public Social Services provides cash aid and material support to indigents under the County's GR Program. The County has contracted for emergency shelter services with WCA since 1986 and with SRO since 1987, and the current contracts with each will expire on August 31, 2003. To ensure the County's need for emergency shelter services are met, WCA and SRO will provide temporary housing for GR applicants/participants and will guarantee the availability of these shelter beds until 6:00 p.m. each night. Reserved temporary shelter services can be obtained only through a contract.

If on any day the Contractor does not make the exclusive use beds available to the County, the Contractor shall reimburse the County for each bed unavailable at the rate of \$24 per bed. This will further support the requirement to meet emergency housing needs prior to approval of GR benefits.

Implementation of Strategic Plan Goals

The contracts are consistent with the principles of the Countywide Strategic Plan's Goal #1 (Service Excellence) to provide the public with easy access to quality information and services that are both beneficial and responsive.

FISCAL IMPACT/FINANCING

The estimated annual cost of the contracts with WCA and SRO is \$438,000 and \$1,007,400 respectively, fully financed by NCC. Funding for these contracts is included in the FY 2003-04 Adopted Budget. Funding for the future years will be included in the Department's annual budget requests.

DPSS will compensate WCA and SRO one month in arrears, at the rate of \$24 per bed, per day, for each shelter bed provided to homeless GR applicants/participants the previous month. The projected number of beds that will be needed daily is 115 at SRO and 50 at WCA. This is an increase from 90 and 35, respectively, from the current contracts.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

These contracts are authorized under California Government Code Section 26227. In 1988, the Ross and Tan V. Board of Supervisors and Tanaka lawsuit required DPSS to ensure all homeless GR applicants are provided shelter. The County has contracted with WCA since May 1, 1986 and SRO since 1987. Both have provided temporary shelter to homeless GR applicants/participants in a safe and clean environment. They are located in the inner city of Los Angeles.

The Department of Health Services has made monthly inspections at both facilities and they have consistently achieved the highest ratings under the County's emergency housing standards.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contracts include the provision for the Contractor to first consider hiring County employees targeted for layoff or qualified former County employees who are on a reemployment list during the life of the Agreements when filling future vacancies.

The contracts also require that the Contractor consider hiring participants of the Greater Avenues for Independence (GAIN) Program and General Relief Opportunities for Work (GROW) Program.

Provisions for the County's Jury Service Program have been included in the contracts. The Contractors are in compliance with the Jury Service Program.

The Safely Surrendered Baby Law provisions are included in the contracts, which require the Contractors to notify and provide a fact sheet to their employees regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County and where to safely surrender a baby.

The contracts have been approved as to form by County Counsel.

Honorable Board of Supervisors
July 29, 2003
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CONTRACTING PROCESS

These contracts were negotiated as sole source contracts.

The Department has evaluated and determined that the Living Wage Program (County Code Chapter 2.201) does not apply as the recommended contracts are not being awarded under the provisions of Chapter 2.121 of the County Code. Provisions of County Code Chapter 2.121 do not apply as these services cannot be effectively performed by County employees since they require the development and utilization of resources which are not available in the County system.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of these contracts will allow the Department to continue to provide emergency shelter services to its homeless GR applicants. The service level required under the recommended contracts is the same as in the current contracts.

The contracts will not infringe on the rights of the County in relationship to its residents, and the County's ability to respond to emergencies will not be impaired. There is no change in risk exposure to the County.

CONCLUSION

The Executive Officer, Board of Supervisors, is requested to return one (1) adopted stamped Board Letter and four (4) original signed copies of each contract to DPSS.

Respectfully submitted,

Bryce Yokomizo
Director

BY:dk

Enclosures

c: Chief Administrative Officer
County Counsel
Auditor-Controller



***SHELTER SERVICES FOR HOMELESS
GENERAL RELIEF APPLICANTS AND PARTICIPANTS
CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
WEINGART CENTER ASSOCIATION
A PRIVATE, NONPROFIT SERVICES AGENCY***

Prepared by:
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**CONTRACT BETWEEN COUNTY OF LOS ANGELES AND
WEINGART CENTER ASSOCIATION
FOR THE PROVISION OF SHELTER
FOR HOMELESS GENERAL RELIEF APPLICANTS AND PARTICIPANTS**

This Contract is made and entered into this _____ day of _____, 2003, by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and **WEINGART CENTER ASSOCIATION**, hereinafter referred to as CONTRACTOR. The CONTRACTOR's homeless shelter facility is located at 566 South San Pedro Street, Los Angeles.

This Contract contains the entire Contract between the parties with respect to the subject matter of this Contract.

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code, hereafter W&I Code, the COUNTY Department of Public Social Services, hereafter DPSS, provides cash aid and material support to indigents under COUNTY's General Relief, hereafter GR, Program; and

WHEREAS, CONTRACTOR is qualified to provide emergency shelter services for homeless GR single men and women applicants and recipients, hereafter referred to as homeless GR participants, as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY does not have employees to perform these services and it is impossible to recruit and train such personnel to perform such services for the period of time such services are needed by COUNTY; and

WHEREAS, COUNTY is authorized to enter into this Contract under California Government Code Section 26227.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0 Attachments A, B, C, D, E, F and G as set forth below are attached to and form a part of this Contract.

I. APPLICABLE DOCUMENTS (Continued)

2.0 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

- 2.1 Attachment A - Statement of Work and Technical Exhibits
- 2.2 Attachment B - Grounds for Rejection
- 2.3 Attachment C - Bidder's/Offeror's EEO Certification
- 2.4 Attachment D - Bidder's/Offeror's Nondiscrimination in Services Certification
- 2.5 Attachment E - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- 2.6 Attachment F - Safely Surrendered Baby Law
- 2.7 Attachment G - Internal Revenue Notice 1015

3.0 This Contract and the Attachments A through G attached hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

II. SERVICES

- 1.0 CONTRACTOR shall make available at least 50 shelter beds each day for the exclusive use of homeless GR participants in a safe and clean emergency shelter.
- 2.0 CONTRACTOR shall, in a manner satisfactory to COUNTY, perform the services described herein above and as set forth in Attachment A, Statement of Work and Technical Exhibits.

III. TERM OF CONTRACT

- 1.0 Subject to the termination provisions set forth herein, the term of this Contract shall commence upon COUNTY Board of Supervisors' approval of this Contract or September 1, 2003, whichever is later, and shall expire on August 31, 2005, Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes changes in the General Relief (GR) program that eliminate or substantially reduce the COUNTY's legal requirement for General Relief assistance, non-appropriation of funds or default of CONTRACTOR.

III. **TERM OF CONTRACT** (Continued)

- 2.0 Subject to the provisions of Part VII, Further Terms and Conditions, Paragraph 54.0 *Termination for Convenience of COUNTY*, in the event of termination of this Contract, CONTRACTOR shall upon receipt of notice of termination:
 - 2.1 Immediately eliminate all new costs and expenses under this Contract. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Contract. CONTRACTOR shall be reimbursed only for reasonable and necessary costs and expenses incurred after receipt of notice of termination.
 - 2.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

IV. **INTERPRETATION**

The Contract shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 1.0 **Board of Supervisors** - The Board of Supervisors of the COUNTY of Los Angeles.
- 2.0 **CONTRACTOR** - The sole proprietor, partnership, or corporation which has entered into a Contract with the COUNTY to perform or execute the work covered by these specifications.
- 3.0 **Director** - The Director of the Department of Public Social Services, the COUNTY of Los Angeles, or his authorized representative(s).
- 4.0 **Contract Manager** - The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 5.0 **COUNTY Contract Administrator (CCA)** - The person who monitors the CONTRACTOR's performance in the daily operation of the Contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

V. COMPENSATION

1.0 Regular Compensation

1.1 The shelter services to be provided to homeless GR participants shall be single occupancy rooms which adhere to each and all of the minimum emergency housing standards set forth in Attachment A, hereunder. COUNTY shall not pay for any room or rooms that do not meet the minimum standards.

1.2 COUNTY Payment Rate

1.2.1 Effective September 1, 2003, the COUNTY will pay the CONTRACTOR one month in arrears at the rate of \$24 per bed for each shelter bed provided to homeless General Relief applicant/participant the previous month.

1.2.2 CONTRACTOR shall furnish shelter beds for all homeless GR participants who have bed reservations and valid vouchers (ABP 295s) and who meet the house rules set forth in the Statement of Work and Technical Exhibits, hereunder.

1.3 Contract Costs

The estimated cost of the Contract is \$438,000 annually.

1.4 CONTRACTOR shall submit to COUNTY a Payment Request Form Technical Exhibit 8.3, by the 15th of the month following the month of services as set forth in this Contract.

1.5 COUNTY will not refer homeless GR participants and will not pay for any beds should the CONTRACTOR fail to maintain the insurance as set forth in Part VII, Further Terms and Conditions, Paragraph 36.0, Insurance, hereunder.

1.6 Except as otherwise provided, COUNTY shall have no liability or responsibility for any taxes, including, but not limited to, bed, sales, income and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

1.7 CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and COUNTY shall not be called upon to assume responsibility for direct or indirect payment of any salaries, wages, or compensation to any personnel provided by the CONTRACTOR.

2.0 Room Unavailability Reimbursement to COUNTY

If on any day, the CONTRACTOR does not make 50 shelter beds available to the COUNTY, the CONTRACTOR shall reimburse the COUNTY for each bed unavailable at the current Contract payment rate of \$24 per bed. Any such reimbursement will be made by a future payment.

3.0 Health Inspections/Best-Facility-First Policy

Los Angeles COUNTY Department of Health Services (DHS) inspects all facilities used by DPSS to shelter homeless GR applicants. CONTRACTOR shall maintain a DHS inspection rating for its facility which will place it in the upper two-thirds of the facilities rated. If the facility's rating falls to the bottom third, CONTRACTOR will be given 60 days in which to improve its rating to the upper two-thirds. If the facility fails to achieve a higher rating by the end of the 60 days, DPSS will immediately apply the best-facility-first policy to the CONTRACTOR's facility, i.e., the facility will receive referrals based on its DHS rating.

VI. RENOVATIONS TO THE FACILITY

CONTRACTOR shall provide the COUNTY Contract Administrator (CCA) with prior written notification of any and all proposed renovations to the exterior or interior of the buildings. Monthly progress reports on the renovations shall be provided by the CONTRACTOR to the CCA until all renovations are complete. Renovations shall be deemed complete for purposes of this Contract when Health, Building and Safety officials have completed all reasonable inspections and certified the property to be in compliance with the relevant legal requirements. As to renovations which are not the subject of legal requirements, completion shall be effected when the CCA has issued a written approval.

VII. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the COUNTY shall make reasonable effort to pay the difference to the CONTRACTOR shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

3.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Contract have been accomplished.

4.0 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services provided by the CONTRACTOR under the Contract. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

5.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be

accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 5.2 For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Contract without further action by the COUNTY Board of Supervisors under the following conditions:
 - 5.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
 - 5.3.2 The amendment is for a decrease in the Contract costs.
 - 5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
 - 5.3.4 The amendment is for an increase of no more than 10% of the total original Contract amount, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
 - 5.3.5 The Department of Public Social Services shall obtain the approval of COUNTY Counselor or his designee for an amendment to this Contract.
 - 5.3.6 Director will file a copy of all amendments with the Executive Office of the COUNTY Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

6.0 CHILD/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

7.0 CIVIL RIGHTS

The CONTRACTOR shall abide by the provisions of *Title VI* and *Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504* of the *Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

The CONTRACTOR shall sign and adhere to the "Proposer's Nondiscrimination In Services Certification," Attachment D, hereunder.

8.0 COLLECTIVE BARGAINING AGREEMENT

The CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

9.0 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

Within fifteen (15) business days after contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

9.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

- 9.2 If the CCA requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

- 9.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation. The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Contract Administrator (CCA) of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

10.0 COMPLETION OF CONTRACT

Ninety (90) days (or shorter time period as may be determined by COUNTY) prior to the expiration or termination of this Contract, CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly turnover of CONTRACTOR's current operation without additional cost to COUNTY. CONTRACTOR shall provide assistance for an orderly transition of all work back to COUNTY or another CONTRACTOR by the provision of key personnel (who shall be cooperative and able to explain/answer questions regarding the various required contract functions as they are currently performed by CONTRACTOR), plans and training (including an orientation to computer systems used and reports produced).

CONTRACTOR's staff shall be available and cooperative in answering all operational questions raised by COUNTY and/or newly selected CONTRACTOR. During this transition period, CONTRACTOR shall continue to process all work timely and accurately, so that the operation is current at expiration or termination of this Contract.

- 10.1 If CONTRACTOR fails to comply with any of the terms set forth in Paragraph 10.0, COUNTY shall have the right to withhold fifty percent (50%) to one hundred percent (100%) of the last two (2) months' payments under this Contract as liquidated damages.

11.0 COMPLIANCE WITH JURY SERVICE PROGRAM

11.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.020 through 2.203.090 of the Los Angeles COUNTY Code.

11.2 Written Employee Jury Service Policy

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR", means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in a 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 13-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall

immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

12.0 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulations Section*
4. *Social Security Act*
5. *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
6. *Clean Air Act (Section 306, 42USC 1857 (h))*
7. *Clean Water Act (Section 508, 33USC 1368)*
8. *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
9. *Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department*

10. Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)

CONTRACTOR shall maintain all licenses required to perform the Contract. CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

13.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

14.0 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract.

The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Contract", Attachment E, hereunder.

By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services so designated without written authorization from DPSS.

15.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

- 15.1 CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles COUNTY Code, Section 2.180,010*; "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Request for Proposals Grounds for Rejection," Attachment B, hereunder.

The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 15.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification for all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 15.0 shall be a material breach of this Contract.

16.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or

qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 17.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services=Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

- 17.2 As a threshold requirement for consideration for contract award, CONTRACTORS shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening if they meet the minimum qualifications for that opening.

Additionally, CONTRACTORS shall attest to a willingness to provide employed GAIN participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. CONTRACTORS who are unable to meet this requirement shall not be considered for this award.

18.0 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF

CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

19.0 CONTRACTOR'S EMPLOYEES

- 19.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.

- 19.2 The CONTRACTOR will be solely responsible for providing to the employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

- 20.1 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.2 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects the CONTRACTOR's quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern of practice which negatively reflects on same (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or other public entity.
- 20.3 If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- 20.4 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length

of time of the debarment.

If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the CONTRACTOR Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.

20.5 A record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.

20.6 These terms shall also apply to subcontractors of COUNTY CONTRACTORS.

21.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

22.0 CONTRACTOR's WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23.0 COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in *Los Angeles COUNTY Code Section 2.160.010*, retained by CONTRACTOR, shall fully comply with the *COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160*. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the *COUNTY Lobbyist Ordinance* shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

24.0 COUNTY's QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR's compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

26.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

27.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

- 27.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 27.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.
- 27.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Section 27 shall apply.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

29.0 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

- 29.1 Are covered by an effective Injury and Illness Prevention Program.
- 29.2 Receive all required general and specific training.

30.0 FISCAL ACCOUNTABILITY

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB

Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Contracts with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

31.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

32.0 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Division.

33.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

34.0 INDEPENDENT CONTRACTOR STATUS

- 34.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

34.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons perform work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

34.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Worker Compensation liability, solely employees of the CONTRACTOR and are not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Worker Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

35.0 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

36.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

36.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to the **Department of Public Social Services, 12820 Crossroads Parkway South, City of Industry, California 91746-3411, Attention: Donna Keating, COUNTY Contract Administrator**, prior to commencing services under this Contract. Such certificates or other evidence shall:

Specifically identify this Contract.

Clearly evidence all coverages required in this Contract.

Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.

Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses related costs, including, but not limited to expenses or fees, or both, related investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

36.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

36.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

36.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY ANon-employee Injury Report@to the COUNTY Contract Manager.

Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

36.5 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

36.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

37.0 INSURANCE COVERAGE REQUIREMENTS

37.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

37.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for allAowned@, Ahired@ and Anon-owned@ vehicles, or coverage for Aany auto@.

37.3 Workers' Compensation and Employers' Liability

Workers= Compensation and employers= liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR=s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers= Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers= Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

38.0 LIQUIDATED DAMAGES

If the CONTRACTOR breaches the performance requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 1, the COUNTY will have a claim against CONTRACTOR for the sum specified in the PRS to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages. This Section shall not, in any manner, restrict or limit the COUNTY=s right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the COUNTY=s right to terminate this Contract as agreed to herein.

39.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/ TERMINATION OF CONTRACT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

40.0 NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and

agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

- 40.1 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.2 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 40.3 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 39 when so requested by the COUNTY.
- 40.4 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 40.5 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Contract. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.

- 40.6 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.
- 40.7 The CONTRACTOR shall sign the form ABidder-s/Offeror-s EEO Certification,@ Attachment C hereunder.

41.0 NOTICES

41.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

41.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

41.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

41.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business:

John King, President/CEO
Weingart Center Association
566 South San Pedro Street
Los Angeles, CA 90013

41.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to :

Cash Programs Division
Department of Public Social Services
12820 Crossroads Parkway South - West Bldg.
City of Industry, California 91746-3411
ATTENTION: Donna Keating

41.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

41.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (see Attachment G, hereunder).

43.0 OWNERSHIP OF DATA/EQUIPMENT

The COUNTY shall be sole owner of all rights, titles and interest in any and all compilations of data, reports, and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Contract.

The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Contract.

44.0 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to

protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 44.0 shall survive the expiration or other termination of this Contract.

- 44.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.
- 44.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and when, COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

45.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 46.0, Records Retention and Inspection, herein below.

46.0 RECORDS, RETENTION AND INSPECTION

- 46.1 The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved disputes or any audit.

46.2 Other required documents to be retained include, but are not limited to:

1. Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
2. Confidentiality Agreement: CONTRACTOR Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment E).
3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.
4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

46.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.
2. Failure on the part of the CONTRACTOR to comply with the provisions of this Section 46.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

47.0 RECYCLED BOND PAPER

Consistent with the Los Angeles COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

48.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related

cause. At the request of the COUNTY, the CONTRACTOR shall immediately replace said personnel.

49.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within twenty-four (24) hours any of its employee performing services hereunder when notified orally or in writing by the CCA that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

50.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment F of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

52.0 SUBCONTRACTING

52.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 5.0 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The

COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

- 52.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract.

In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall include:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
4. A resume of the potential subcontractor's background and experience.

- 52.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*

- 52.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

53.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 22.0, CONTRACTOR's Warranty of Adherence to COUNTY's

Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles COUNTY DA shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 55.0, Termination For Default of the CONTRACTOR.

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

54.0 TERMINATION FOR CONVENIENCE OF COUNTY

- 54.1 Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 54.2 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- 54.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
1. Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
 2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 54.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After

such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

- 54.5 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all client records, statistical data and reports within (10) business days after termination of this Contract.
- 54.6 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 46.0, Records Retention and Inspection, herein above.
- 54.7 Subject to the provisions of Subsection 42.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 54.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

55.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 55.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
 - 1. If the CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof.
 - 2. If the CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five (5) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.
- 55.2 In the event the COUNTY terminates this Contract in whole or in part as provided in this Section 55.0, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or
- 55.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 55.0, it is determined for any reason that the

CONTRACTOR was not in default under the provisions of this Section 55.0 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 54.0, Termination For Convenience of the COUNTY, herein above.

- 55.4 Upon termination of this Contract, the CONTRACTOR shall adhere to the termination provisions of Section 55.0 herein above.

56.0 TERMINATION FOR IMPROPER CONSIDERATION

- 56.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract.

In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 56.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 56.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

57.0 TERMINATION FOR NON- APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

58.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work required to be provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

59.0 TRADE SECRETS

Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information.

60.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

61.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four hours.

62.0 WAIVER

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

63.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are performed.

The CONTRACTOR shall, within twenty-four hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS, WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board to be hereto affixed and attested by the Executive Officer of the Board of Supervisors thereof, and CONTRACTOR has caused this Contract to be signed by its duly authorized officer(s) _____ day of _____, 2003.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens, Executive Officer
Board of Supervisors of the County of Los Angeles

By _____
Deputy

**APPROVED AS TO FORM
BY COUNTY COUNSEL:**

LLOYD W. PELLMAN
COUNTY COUNSEL

By _____
Deputy

By _____
John King, President/CEO
Weingart Center Association
566 South San Pedro Street
Los Angeles, California 90013

ATTACHMENT A

STATEMENT OF WORK

AND

TECHNICAL EXHIBITS

Attachment A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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STATEMENT OF WORK AND TECHNICAL EXHIBITS

PREAMBLE COUNTY HEALTH AND HUMAN SERVICES

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social service systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team - staff and volunteers - will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Followup to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK AND TECHNICAL EXHIBITS

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR shall make available no less than 50 beds in single occupancy rooms each day for the exclusive use of homeless General Relief (GR) participants in a safe and clean emergency shelter.
- 1.1.2 To achieve the occupancy level of at least 50 homeless GR participants housed each night, CONTRACTOR shall each morning (no later than 9:00 a.m.) and each afternoon (no later than 2:00 p.m.), Monday through Friday, request a pre-determined or revised number of referrals from DPSS Vendor Voucher Unit. The methodology to be used each morning to determine the projected number of shows/registrants needed daily to reach the 50 ending occupancy is as follows:
 - 1.1.2.1 Determine the actual number of vacancies (the difference between 50 and the beginning occupancy figure); and
 - 1.1.2.2 Determine the projected number of homeless GR participants who are going to show and register (this number should be the sum of the number of vacancies and the number of early check-outs for that day); and
 - 1.1.2.3 Determine the percentage of shows monthly. (Effective on the Contract start date, the percentage of shows will be based on the average show rate for the preceding three-month period); and
 - 1.1.2.4 Divide the projected number of shows by the average show rate as specified in Subparagraph 1.1.2.3 above.

Example 40 Beds (Based on 65% Average Show Rate):

! Beginning Occupancy		25
Number of Vacancies (Morning)	15	
Number of Early Check-Outs (Afternoon)	5	
! Plus the Projected Number of Shows		20
! Minus the Number of Early Check-Outs		5
! Ending Occupancy		40

- 1.1.3 Based on the example cited above, CONTRACTOR shall request a minimum of 31 (40 minus beginning occupancy plus number of early check-outs divided by .65 equals 40) referrals from DPSS Vendor Voucher Unit the morning of the effective date of the Contract. CONTRACTOR shall follow the above methodology during the term of this Contract.
- 1.1.4 Homeless GR participants will normally be authorized by DPSS to stay at the shelter for a period of one (1) to up to fourteen (14) days. An authorization may be renewed by DPSS for additional periods or may be canceled verbally and in writing at any time during a stay.

1.2 Key COUNTY Personnel

1.2.1 COUNTY Contract Administrator (CCA)

- 1.2.1.1 CCA or alternate has full authority to monitor CONTRACTOR's performance in the daily operation of this Contract.
- 1.2.1.2 CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 CCA shall negotiate with CONTRACTOR changes in service requirements according to Part V, Paragraph 5.0, Changes and Amendments of Terms.
- 1.2.1.4 CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate COUNTY in any way whatsoever.
- 1.2.1.5 COUNTY will inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.
- 1.2.1.6 All work performed by CONTRACTOR, under this Contract and any Change Notice, must be approved in writing by CCA.

1.2.2 Quality Assurance Evaluator (QAE)

- 1.2.2.1 QAE shall monitor CONTRACTOR's performance under this Contract as outlined in Attachment A, Section 7.0, Contract Monitoring Procedures and report his/her findings to CCA.
- 1.2.2.2 QAE is not authorized to make any changes in the terms and conditions of this Contract, and is not authorized to obligate COUNTY in any way.

1.2.2 **Quality Assurance Evaluator (QAE)** (Continued)

- 1.2.2.3 COUNTY will inform CONTRACTOR of the name, address and telephone number of the QAE at the time the Contract is awarded, and at any time thereafter a change of QAE is made.

1.3 **Key CONTRACTOR Personnel**

COUNTY may screen CONTRACTOR employees, current and prospective to ensure that an employee receiving public assistance, residing with or related to a public assistance recipient is not assigned to a function that may present a conflict of interest for COUNTY.

1.3.1 **Contract Manager (CM)**

- 1.3.1.1 CONTRACTOR shall provide a CM and alternate who will act as liaison with COUNTY and be responsible for the overall management and coordination of this Contract at the time the Contract is awarded, and at any time thereafter a change of CM is made.
- 1.3.1.2 CM or alternate shall have full authority to act for CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- 1.3.1.3 CM or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday except COUNTY holidays.
- 1.3.1.4 CM or alternate must be able to attend meetings as needed, communicate by telephone and by written correspondence.

1.3.2 **Other CONTRACTOR Staff**

- 1.3.2.1 All staff who have direct contact with COUNTY personnel or who are responsible for serving the homeless GR participants referred for shelter (e.g., desk clerks) must be able to read, write, speak and understand English. Personnel such as housekeepers are not required to meet this requirement.
- 1.3.2.2 CONTRACTOR is required to have bilingual staff, including Spanish-speaking personnel.
- 1.3.2.3 All personnel shall be qualified in accordance with all federal, State, COUNTY and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Quality Control Program

CONTRACTOR shall establish and maintain a comprehensive Quality Control Program to assure the requirements of this Contract are provided as specified. CONTRACTOR's Quality Control Program must be provided to the COUNTY Contract Administrator (CCA) on the Contract start date and as changes occur. The Program shall include, but not be limited to, the following:

- 1.4.1 An in-house inspection system covering all the services listed in this Attachment A, Section 5.0, Specific Tasks. It must specify the activities to be monitored on either a scheduled or unscheduled basis, frequency of monitoring, samples of forms to be used in monitoring, and the title/level of the individual(s) performing the monitoring functions.
- 1.4.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 1.4.3 A record of all inspections conducted by CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action which shall be provided to CCA upon request.
- 1.4.4 The method for continuing to assure services to DPSS in the event of a strike by CONTRACTOR's employees.

1.5 Quality Assurance

- 1.5.1 DPSS will monitor CONTRACTOR's performance under this Contract as outlined in Attachment A, Section 7.0, Contract Monitoring Procedures, hereunder.
- 1.5.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Paragraph 1.5.3 below) is issued, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
- 1.5.3 Contract Discrepancy Report (CDR)
 - 1.5.3.1 Verbal notification of a Contract discrepancy will be made to the Contract Manager (CM) or designee as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved by the CM within a reasonable time period.
 - 1.5.3.2 The CCA will determine whether a formal CDR shall be issued (see Section 8.0, Technical Exhibit 8.4).

1.5.3 Contract Discrepancy Report (CDR) (Continued)

1.5.3.3 If a CDR is issued, it will be mailed or faxed to the CM.

1.5.3.4 Upon receipt of the CDR, CONTRACTOR is required to respond in person and/or in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for preventing future discrepancies identified in the CDR within ten (10) business days.

1.5.4 The minutes of all Performance Evaluation Meetings shall be prepared by CCA and signed by CM and CCA. Should CM not concur with the minutes, he/she shall submit a written statement to CCA, within ten (10) business days from the date of receipt of the signed minutes. The CM's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. Should CCA disagree with CM's timely written response, the decision of CCA shall be final. Upon advance notice, either COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.6 Hours of Operation

1.6.1 CONTRACTOR's homeless shelter facility must be staffed twenty-four (24) hours per day, seven (7) days per week. Participants with bed reservations may be referred by DPSS Monday through Friday from **7:00 a.m. to 7:00 p.m.**

1.6.2 After 6:00 p.m., if the total number of occupants and bed reservations is less than 50 beds, the difference can be released to the public-at-large. Any beds released must be made available to the COUNTY the following day.

1.6.3 CCA will provide CONTRACTOR with a list of COUNTY recognized holidays at the time the Contract is awarded, and at any time thereafter the COUNTY approves holidays for COUNTY employees.

1.7 House Rules

CONTRACTOR may establish reasonable house rules for the facility. DPSS must approve all house rules before the Contract is put into effect and must approve all future changes before they are put into effect as set forth in Contract, Part VII, Paragraph 5.0, Changes and Amendments of Terms. CONTRACTOR's approved house rules are as follows:

1.7.1 No alcoholic beverages or any form of non-prescribed drug use allowed at any time. Security/Housing Personnel will investigate any suspicion of drug and/or alcohol misuse.

1.7 **House Rules** (Continued)

- 1.7.2 Intoxication (drunkenness) will not be tolerated in the building. If determined to be under the influence of alcohol or drugs, the resident will be evicted.
- 1.7.3 Security may inspect all bags and packages brought into the building.
- 1.7.4 Any form of violence will not be permitted, and is cause for immediate eviction, and possible criminal complaint.
- 1.7.5 Abusive language, physical threats, etc., directed towards staff or other participants is cause for eviction.
- 1.7.6 Damaging or defacing any room or the building in any way is cause for immediate eviction, and possible criminal complaint.
- 1.7.7 Playing of radios and televisions loudly is not permitted.
- 1.7.8 There is no loitering (hanging around) anywhere in the building.
- 1.7.9 **NO WEAPONS** of any kind (guns, buck knives, iron rods, etc.) will be permitted or worn within the building at any time. Violators will have their items confiscated and turned in to the Police Department. Residents will be evicted.
- 1.7.10 No one will be permitted entrance into the building between 1:00 a.m. and 7:00 a.m.
- 1.7.11 No hot plates (cooking) or other forms of cooking utensils allowed.
- 1.7.12 No smoking in elevators, in hallways, or in nonsmoking areas of dining rooms.
- 1.7.13 Visitors allowed only in the waiting area.
- 1.7.14 Lounge areas close at 11:00 p.m.
- 1.7.15 The Weingart Center Association staff is not responsible for lost, damaged or stolen personal property.
- 1.7.16 Residents must be appropriately dressed whenever going anywhere in the building (i.e., No Bare Feet).
- 1.7.17 No urinating or throwing of personal items out the window.
- 1.7.18 No pets.

1.7.19 All DPSS vouchers must be signed before **9:30 a.m.**

1.7 **House Rules** (Continued)

1.7.20 Check out time for all residents is **9:30 a.m.** Please remove all belongings from the room, or they will be removed and stored by the staff at the resident's own risk.

1.7.21 For residents not signing Housing Vouchers before **9:30 a.m.**, their rooms can be plugged by 10:00 a.m. All belongings in the room will be PACKED OUT and stored at the resident's own risk.

1.7.22 Two pluggings of rooms and PACK OUTS can be cause for eviction.

1.7.23 When checking out: (a) Remove all belongings and (b) Turn in key and pass to receptionist.

1.7.24 The Mezzanine, and any designated program floor are RESTRICTED AREAS and considered to be OUT OF BOUNDS. DO NOT enter these floors without proper authorization. Anyone caught breaking this House Rule can be dismissed from these premises.

2.0 **GENERAL DEFINITIONS**

2.1 **Available Beds**

Fifty (50) minus the number of occupied beds equals the number of beds available each morning to DPSS.

2.2 **Contract Discrepancy Report (CDR)**

The report used by the CCA to formally notify CONTRACTOR of discrepancies or problems with CONTRACTOR performance. The CONTRACTOR is required to respond to all CDRs.

2.3 **Department of Public Social Services**

The COUNTY department responsible for providing social and financial services to eligible persons.

2.4 **General Relief**

The COUNTY operated public assistance program for COUNTY indigents, who are not in receipt of State or federal assistance programs.

2.5 **Exclusive Use Beds**

Fifty (50) beds held by the CONTRACTOR for the sole use by DPSS-referred

participants. These beds may not be given to anyone else at any time except as specified in subsection 1.6.2 above.

3.0 COUNTY FURNISHED ITEMS

3.1 PA 262, "Confirmation of Canceled Vendor Services"

COUNTY will, when appropriate, provide the CONTRACTOR with a confirming notification (PA 262) of prior telephone cancellation of any remaining voucher nights prior to the expiration date of the original ABP295.

3.2 ABP 295, "Meals and/or Lodging Order and Invoice"

COUNTY will provide the homeless GR participant with a referral voucher (ABP 295) indicating the participant's name, case number, DPSS district office, and the number of days the participant is eligible for shelter.

3.3 ABP 479, "Voucher Notice"

COUNTY will provide each person referred for shelter with a VOUCHER NOTICE (ABP 479). The Notice provides explicit instructions to the applicant/participant to not sign the ABP 295 in advance, and to sign only in pen. It also lists problems affecting room or hotel/shelter and notifies referred participants that if they have problems with the room or hotel they should call 1-800-255-0905. If problems pose a danger to their health or safety, they may be entitled to get a different room or to get a new DPSS voucher for a different hotel/shelter.

3.4 PA 607, "Complaint of Discriminatory Treatment"

COUNTY will provide CONTRACTOR with an initial supply of complaint forms (PA 607s). CONTRACTOR shall give the PA 607 to the homeless GR participant in the event that he or she complains to the CONTRACTOR about any alleged discriminatory treatment by CONTRACTOR.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall provide all personnel, facilities, furniture, equipment, utilities, supplies, and materials necessary to meet the Contract requirements.

5.0 SPECIFIC TASKS

5.1 Receive and Process Referred Homeless GR Participant

CONTRACTOR is responsible for receiving and processing the homeless GR participant referred to CONTRACTOR by DPSS.

5.1.1 Each morning selected DPSS staff shall call CONTRACTOR to ascertain if there are vacancies. CONTRACTOR shall report as vacant all rooms unoccupied the night before and all rooms of those participants whose vouchers expire that morning. (See also subsection

5.7.6, hereunder.)

5.0 SPECIFIC TASKS

5.1 Receive and Process Referred Homeless GR Participant (Continued)

- 5.1.2 If there are vacancies, the DPSS Eligibility Worker shall refer eligible homeless GR participants with an ABP 295 voucher to CONTRACTOR. The referred individual shall provide CONTRACTOR with an ABP 295 voucher indicating the participant's name, case number, DPSS district office, and number of days participant is eligible for shelter.
- 5.1.3 CONTRACTOR shall provide the referred participant with emergency shelter **and shall keep the white and pink copies of the ABP 295 voucher intact during the referred participant's stay so as to maintain records of occupancy.**
- 5.1.4 CONTRACTOR shall comply with all applicable laws regarding nondiscrimination (See Contract Part VII., Paragraph 7.0, Civil Rights). Contractor shall not refuse services without good cause to any participant. Good cause shall be defined as:
 - 5.1.4.1 Drunk or disorderly conduct.
 - 5.1.4.2 Behavior that could cause injury to self, other persons or to property.
 - 5.1.4.3 Conduct that infringes upon the rights of others.
 - 5.1.4.4 Failure to follow House Rules.
 - 5.1.4.5 Participants who have a history of misconduct as defined above.
- 5.1.5 If appropriate, the DPSS Eligibility Worker will extend the participant's stay at the facility. Also, the Eligibility Worker will cancel the participant's authorization to stay, if the participant becomes ineligible to GR at any point.
- 5.1.6 Contractor will have the participant read/or will read to the participant the House Rules and **obtain participant's signature** that he/she understands and will follow the rules.
- 5.1.7 Contractor will issue an identification card, for which the participant will use for entry into the building.

5.0 SPECIFIC TASKS

5.2 Adhere to Minimum Emergency Housing Standards

- 5.2.1 Contractor shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of, any room or rooms in which COUNTY Department of Health Services (DHS) has found any of the following conditions to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions. Violation of any of the following requires immediate closing or repair of the affected room or rooms.
 - 5.2.1.1 Infestation of insects or rodents.
 - 5.2.1.2 Gross structural damage or general dilapidation.
 - 5.2.1.3 Lack of adequate, operational plumbing facilities including provision of at least the minimum number of operational toilets and bathing facilities required by law.
 - 5.2.1.4 Lack of hot or cold water, gas or electricity, except for emergency disruptions of service beyond the control of the management which last for one day or less.
 - 5.2.1.5 Unclean or unsanitary rooms or public areas, including, but not limited to, kitchens, toilets, bathtubs, shower stalls and hallways.
 - 5.2.1.6 Large accumulations of rubbish, debris or trash upon the premises.
 - 5.2.1.7 Lack of adequate heating. Adequate heat is defined as 70 degrees F to 80 degrees F measured three feet above the floor, 24 hours a day if centrally controlled, or capable of providing 70 degrees F to each room, if the occupant wants heat, 24 hours a day if individually controlled. This heating standard is applicable October 1 - May 31 of each year.
- 5.2.2 All voucher rooms and public areas serving said rooms shall be in compliance with the following standards, and no voucher recipient shall be placed in or continue to occupy a room or rooms not meeting, or affected by the failure to meet, said standards.
 - 5.2.2.1 The facility shall be in compliance with current fire codes.
 - 5.2.2.2 Lighting in all rooms, hallways and public areas shall be adequate to provide clear visibility throughout all such rooms, hallways and public areas.

5.0 SPECIFIC TASKS

5.2 Adhere to Minimum Emergency Housing Standards (Continued)

- 5.2.2.3 In rooms with public bathrooms, all wash basins, toilets, bathtubs and shower stalls shall be operable, reasonably clean and sanitary.
- 5.2.2.4 All communal bathrooms shall have toilet stalls and bathing facilities that can be locked from the inside or such bathrooms shall themselves be able to be locked from the inside.
- 5.2.2.5 Each private room shall have a door lock operable from both inside and outside the room, and a key; each window in the room shall be unbroken, and all movable windows shall be able to be opened and to be secured.
- 5.2.2.6 Each participant shall have the only key to his or her room except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
- 5.2.2.7 Each room shall contain a bed and a place in which to store clothing, both in good repair.
- 5.2.2.8 On arrival at the facility, each voucher recipient shall receive freshly laundered, untoned bed linen, a freshly laundered towel, and his or her room shall contain a mattress and pillow which are dry, clean and untoned.
- 5.2.2.9 All voucher recipients shall be supplied with adequate toilet tissue and soap at check-in and shall be supplied with additional toilet tissue and soap upon reasonable demand.
- 5.2.2.10 All flooring shall be maintained in a safe condition.
- 5.2.2.11 Necessary security and supervision shall be supplied within the facility reasonably to maintain occupant safety and prevent vandalism, which shall include 24 hour security coverage and hourly patrols of building and grounds, immediate response to an alert and television monitoring of stairwells.

5.2 Adhere to Minimum Emergency Housing Standards (Continued)

- 5.2.2.12 Contractor must promptly move a voucher recipient to a room not in violation of the above standards if the room in which the voucher recipient has been placed is in violation of any of the above standards and the voucher recipient requests another room. DPSS shall not pay Contractor for any and all rooms that do not meet the above standards.
- 5.2.2.13 Contractor shall provide separate sleeping areas for males and for females.
- 5.2.3 Contractor shall perform the following services. Failure to meet the following standards may lead to closure of rooms, floors or facility.
 - 5.2.3.1 Furniture shall be clean and kept in good repair.
 - 5.2.3.2 Weekly maid services shall be provided for each room and for all corridors and public areas.
 - 5.2.3.3 Bedding shall be replaced at least once a week with freshly laundered, untorn linen. The linen shall include at least two sheets and a pillow case. The necessary number of blankets shall be supplied, depending upon the weather and the heating available in each room.
 - 5.2.3.4 Freshly laundered towels shall be provided twice a week.
 - 5.2.3.5 Mattresses and pillows shall be checked to ensure that they are dry at the time that maid service is provided.
 - 5.2.3.6 All windows shall be equipped with shades, curtains, drapes or frosted glass; screens shall be provided on the first three floors of multi-story buildings.
- 5.2.4 Contractor shall be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes and Los Angeles COUNTY (and/or City) public health ordinances and regulations.
- 5.2.5 Contractor shall have publicly posted, at all times, an English and Spanish copy of the Voucher Notice (ABP479).
- 5.2.6 Willful and/or repeated violations of any of the above shall constitute a material breach of Contract upon which COUNTY may terminate or suspend this Contract.

5.3 Comply with Building and Safety Codes and Fire Codes

Contractor must adhere to all Building and Safety Codes and Fire Codes. Conditions which constitute a danger or which make the premises unhealthy for human habitation and which fall into the areas inspected by the Fire Department or by Building and Safety Department include, but are not limited to, the following:

5.3.1 Building and Safety

- 5.3.1.1 Inadequate weatherproofing for ceilings and walls, if habitability is immediately affected thereby.
- 5.3.1.2 Broken windows or presence of broken glass within sleeping rooms or in public areas.
- 5.3.1.3 Cracks or holes in interior walls of one inch in diameter or greater.
- 5.3.1.4 Plumbing facilities which are malfunctioning in such a way as to threaten health of occupants.
- 5.3.1.5 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.3.2 Fire

- 5.3.2.1 Inoperable or absent fire escapes.
- 5.3.2.2 Inoperable or absent fire extinguishers.
- 5.3.2.3 Inoperable or absent fire hoses.
- 5.3.2.4 Lack of either a functioning fire alarm system or a system of smoke detectors, at least 80% of which are operational.
- 5.3.2.5 Where automatic door closers are utilized on stairwell doors, such door closers shall be operational.
- 5.3.2.6 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.4 Laundry Facilities

Contractor shall provide adequate laundry facilities. The shelter's laundry facilities shall be composed of one washer and one dryer on each housing floor.

5.5 Ancillary Services

COUNTY does not require Contractor to provide any service except shelter as outlined in subsections 5.1 through 5.4. above. Contractor is encouraged to provide other services. Some of the possible services which might be included are counseling, transportation, clothing distribution, information and/or referral services.

5.5.1 Any ancillary service offered by Contractor shall be voluntary as to participant participation.

5.5.2 COUNTY shall not pay Contractor for any service Contractor provides except for shelter as outlined in subsections 5.1 through 5.4 above.

5.6 **Record Keeping**

Contractor will have to maintain complete and accurate records of occupancy. This data will be subject to audit by the COUNTY.

5.6.1 In processing and maintaining DPSS vouchers/invoices (ABP 295s), the Contractor shall:

5.6.1.1 Examine all ABP 295s before providing services to ensure that the number of days, the time period covered, the rate, and the total amount authorized are consistent.

5.6.1.2 Ensure the Voucher Notice (ABP 479) is retained by the applicant/participant.

5.6.1.3 Ensure that participants sign in pen each ABP 295 and that there has been no alteration of name, date or amount. Vouchers completed in pencil will be rejected.

5.6.1.4 Have the authority to refuse to accept irregular ABP 295s. Participants shall be advised to return to the district office of issuance in case of any irregularity.

5.6.1.5 Require participants to sign in pen their names and room numbers on the vouchers **daily** as the services are rendered. Contractor shall enter the date. Participant shall sign every twenty-four (24) hours **no later than 9:30 a.m. preceding each night's housing.**

All unsigned vouchers found by a DPSS monitor after 9:30 a.m. for the previous day will be marked "*unsigned*." If these unsigned vouchers result in an occupancy less than 50 shelter beds for the day being monitored, COUNTY will reduce a future month's payment by the existing payment rate for each voucher marked "*unsigned*" by the monitor.

5.6 **Record Keeping** (Continued)

If the COUNTY finds that the Contractor violated this requirement, Contractor may be liable for any damage to the COUNTY as defined in Contract Part VII, Further Terms and Conditions, Paragraph 38.0, Liquidated Damages.

- 5.6.1.6 Have responsibility for comparing participant's signatures on the ABP 295 to ensure that participant is the same person who signed in the district office.
- 5.6.1.7 Ensure that each ABP 295 reflects the total number of nights the participant was housed.
- 5.6.1.8 Agree that no one other than Contractor or designee may sign as Contractor on the ABP 295s.
- 5.6.1.9 Agree not to exchange ABP 295s for cash or other remuneration.
- 5.6.1.10 Not transfer ABP 295s from one participant to another, from one vendor/Contractor to another, or from one facility to another owned by the same vendor/Contractor.
- 5.6.1.11 Understand that failure to follow any of the above provisions may result in denial of payment, suspension and, in some instances, criminal prosecution.
- 5.6.1.12 Ensure that all new employees are properly trained for their job, including handling the above requirements.
- 5.6.2 A reservation/cancellation log to record telephone reservations/cancellations from DPSS staff.
- 5.6.3 An incident log that includes records of all acts of violence/reports on any damage done by participants.
- 5.6.4 Records on any rejected referral and reason for rejection.
- 5.6.5 A log of all occupants who leave prior to their authorized stay.

5.7 Reports

Contractor shall submit all reports requested by COUNTY by the established report date.

- 5.7.1 Contractor shall prepare monthly reports and invoice using the "OccupancyReferralReport," "Shelter Occupancy Report," and "Invoice for Advance Payment" forms for all charges owed to Contractor by COUNTY under the terms of this Contract. Contractor shall submit these forms as set forth in Technical Exhibits 8.1, 8.2, and 8.3 hereunder.
- 5.7.2 When participants leave prior to their authorized stay, or when DPSS terminates a participant's stay for any reason, Contractor shall count the individual's bed as vacant when designated DPSS staff (Vendor Control Unit) inquire as to vacancies.
- 5.7.3 When Contractor refuses services with good cause to any participant for one of the reasons listed in Subsection 5.1.4 above, Contractor shall not include that individual in Contractor's occupancy count.
- 5.7.4 When Contractor is forced to ask an individual to leave the facility for one of the reasons listed in Paragraph 5.1.4 above, Contractor shall include the individual for that calendar day in the monthly report, but shall not include the individual in any subsequent day's occupancy figure.
- 5.7.5 Contractor shall continue to notify the designated DPSS staff (Vendor Control Unit) the next COUNTY work day, whenever the shelter's occupancy falls **below** the 50 Contract shelter bed level.
- 5.7.6 When necessary, designated DPSS staff (Vendor Control Unit) will require Contractor to provide daily counts of beginning/ending occupancy levels, number of vacancies, number of referrals, and number of shows.

6.0 REGULATIONS

Regulations and statutes applicable to the Statement of Work and Technical Exhibits in this Contract include, but are not limited to, those listed below.

- 6.1 Section 17000 W&I Code of the State of California mandates each COUNTY to have a General Relief Program.
- 6.2 Section 10850 et seq. and 17006 W&I Code of the State of California mandates case records and information confidentiality.
- 6.3 Section 17920 et seq. Health and Safety Code of the State of California provides for regulation of buildings used for human habitation.

6.0 REGULATIONS (Continued)

6.4 Section 1205 Uniform Building Code of the State of California provides sanitation requirements for buildings and dwelling units.

6.5 Chapter 11.20 Los Angeles COUNTY Public Health Code provides housing requirements.

7.0 CONTRACT MONITORING PROCEDURES

7.1 DPSS will monitor performance under Contract by visiting the shelter facility. Visits may be announced or unannounced. During such visits DPSS staff reserves the right to inspect the premises for cleanliness and safety. Discussion may be held with facility staff and residents regarding services provided.

7.2 DPSS reserves the right to bring in the services of consultants as DPSS deems necessary.

7.3 Contractor's performance shall be inspected by DPSS at least once a month.

7.4 Complaints against a Contractor shall be investigated by DPSS within three (3) COUNTY work days from the date the complaint is received.

7.5 DPSS may cause, when necessary, appropriate inspection by other governmental agencies to ensure code compliance.

7.6 The results of DPSS' investigation and a referral, when appropriate, shall be sent to the Los Angeles COUNTY Department of Health Services.

7.7 Monitoring will include the review of Contractor's records, vouchers and logs and any discussions with appropriate staff about record keeping and retention.

7.8 A minimum of two (2) rooms may be randomly selected for inspection at the time of the regular inspection.

7.9 Special emphasis shall be given to roaches, rats, stopped up plumbing, broken windows, and dirty unsanitary restrooms.

7.10 Violations of inspection standards require corrective action.

7.11 No additional DPSS inspection shall be made when a facility has been cited by the Department of Health Services (DHS). DHS will determine if the violations cited warrant immediate action halting all referrals of participants to the facility and ceasing of further payments to Contractor.

###

TECHNICAL EXHIBITS

OCCUPANCY REFERRAL REPORT

HOMELESS SHELTER SERVICES CONTRACT

CONTRACTOR _____

REPORT MONTH _____

DAY	a BEGINNING OCCUPANCY	b NUMBER VACANT	c NUMBER OF REFERRALS REQUESTED	d NUMBER OF REFERRALS RECEIVED	e NUMBER SHOWED	f NUMBER OF EARLY CHECK- OUTS	g ENDING OCCUPANCY (a + e - f = g)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
TOTAL							

Technical Exhibit 8.2

SHELTER OCCUPANCY REPORT FORM

8.2 Instructions

8.2.1 At the end of the report month, Contractor shall complete the Shelter Occupancy Report (Exhibit 8.2 attached) in **triplicate** as follows:

1. Enter Contractor's name.
2. Enter report month and year.
3. List all vouchers (APB 295s) received during the report month, in voucher number order and enter:
 - ! Voucher Number
 - ! Participant Name
 - ! DPSS Number
 - ! An "X" under each day participant was in residence.
4. Use second, third page as necessary. Number each page "Page __ of __."
5. Complete "Total Page" of the Shelter Occupancy Report and staple on top of Page 1.

8.2.2 For **form distribution instructions** refer to subsection 8.3.2 hereunder.

SHELTER OCCUPANCY REPORT

Total Page

CONTRACTOR _____

SERVICE MONTH _____

PAGE _____ OF _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
TOTAL BEDS CLAIMED (From Sub- totals)																															

TECHNICAL EXHIBIT 8.3

PAYMENT REQUEST FORM

8.3 Instructions

8.3.1 At the end of the report month, Contractor shall complete the Payment Request Form (8.3) in **quadruplicate** as follows:

1. Enter Contractor's Name and Address to whom payment should be addressed.
2. Enter time period the payment is requested. This period should be no longer than one month.
3. Enter total number beds claimed. This number should match the number of beds claimed on the "Total Page" of the Monthly Shelter Occupancy Report.
4. Enter the charge per bed amount. This should be the payment rate agreed upon in the Contract.
5. Enter payment amount requested.
6. Authorized signature is that of the Contract Manager or designee as approved by DPSS Adult Services & Contract Management Division.
7. All payment requests should be submitted with the other monthly report forms as set forth in Section 8.3.2 hereunder.

8.3.2 Forms Distribution

Contractor shall submit the Payment Request Form (8.6) with the Occupancy Referral Report (8.1), Shelter Occupancy Report (8.2), and an original *Meals/Lodging Order and Invoice* (ABP 295) for each client for whom payment is requested **once** per month, no later than the 15th calendar day following the last day of the previous month, as follows:

1. Submit **Originals** to:

Department of Public Social Services
General Services Division
Special Payments Section - Vendor Payments Unit
P.O. Box 761369
Los Angeles, CA 90076-1369

TECHNICAL EXHIBIT 8.3

PAYMENT REQUEST FORM

8.3 Instructions (Cont.)

8.3.2 Forms Distribution (Cont.)

2. Submit **first** set of copies to:

Department of Public Social Services
Cash Programs Division
12820 Crossroads Parkway South
City of Industry, CA 91746-3411

Attention: Donna Keating, COUNTY Contract Administrator
Homeless Contract Shelters

3. Submit **second** set of copies to:

Department of Public Social Services
Management Information & Evaluation Section
12820 Crossroads Parkway South
City of Industry, CA 91746

Attention: Audit Liaison & Special Audit Section
Voucher Review Unit

4. Retain **third** set of copies in accordance with Part VII, Section 46.0, Records Retention and Inspection, of the Contract.

HOMELESS SHELTER SERVICES CONTRACT

PAYMENT REQUEST FORM

DATE: _____

CONTRACT NUMBER: _____

CONTRACTOR: _____

ADDRESS: _____

This is a payment request for beds occupied for the period

_____ through _____ as follows:
(MM/DD/YY)

(MM/DD/Y
Y)

A. TOTAL NUMBER BEDS CLAIMED
(Enter from Shelter Occupancy Report):

\$ _____

B. CHARGE PER BED:

\$24.00

C. PAYMENT AMOUNT REQUESTED (A times B):

\$ _____

Authorized Signature

Date

Contractors Social Security or
Taxpayer'S ID Number

(Rev 5/03)

**Technical Exhibit 8.4
CONTRACT DISCREPANCY REPORT**

TO:	FROM:
------------	--------------

DATES: Prepared: Returned by Contractor: Action Completed:	Rec'd by Contractor: Action Taken:
---	---------------------------------------

DISCREPANCY OR PROBLEM:	
Signature of COUNTY Contract Administrator	Date

CONTRACTOR RESPONSE (Cause, Corrective Action and Plan to Prevent Future Occurrences):	
Signature of Contract Manager	Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE:	
COUNTY ACTIONS:	
Contractor Notified of Action By: _____	
Signature of COUNTY Contract Administrator	Date

Receipt Acknowledged By: _____	
Contract Manager	Date

ATTACHMENT B

GROUND

FOR

REJECTION

GROUNDS FOR REJECTION

Los Angeles COUNTY Administrative Code Section 2.180.010 "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in Subsection (a) above serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit-making firms or businesses in which the former employees described in Subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Name and Title of Signer

Signature

Date

ATTACHMENT C

BIDDER'S/OFFEROR'S EEO CERTIFICATION

BIDDER'S/OFFEROR'S EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION

 Bidder's/Offeror's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC, Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, the Welfare and Institutions Code, Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all nondiscrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(Circle One)

- | | |
|---|--------|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes No |
| 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes No |
| 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes No |
| 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes No |

 Name and Title of Signer

 Signature

 Date

ATTACHMENT D

**BIDDER'S/OFFEROR'S NONDISCRIMINATION
IN SERVICES CERTIFICATION**

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

 Bidder's/Offeror's Name

 Address

 Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons served by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(Circle One)

- | | |
|---|----------|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The bidder/offeror periodically monitors the equal provision of services and benefits to ensure nondiscrimination. | Yes No |
| 3. Where problem areas are identified in the equal provision of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes No |

 Name and Title of Signer

 Signature

 Date

ATTACHMENT E

CONTRACTOR EMPLOYEE

ACKNOWLEDGMENT

AND CONFIDENTIALITY

AGREEMENT

**CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND
CONFIDENTIALITY AGREEMENT**

GENERAL INFORMATION

Your employer, _____, has entered into a Contract with the COUNTY of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- ! I understand that _____ is my sole employer for purposes of this employment.
- ! I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under this Contract.
- ! I understand and agree that I am not an employee of Los Angeles COUNTY for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles during the period of this employment.
- ! I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the COUNTY of Los Angeles. _____ **(Initial and date.)**

CONFIDENTIALITY AGREEMENT

As an employee of _____, you will be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY of Los Angeles. The COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the COUNTY. **Please read the agreement and take due time to consider it prior to signing.**

- ! I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the COUNTY of Los Angeles.
- ! I agree to forward all requests for the release of information received by me to my immediate supervisor.
- ! I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.

CONFIDENTIALITY AGREEMENT (Continued)

- ! I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work tasks, whichever occurs first.
- ! I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the COUNTY of Los Angeles will seek all possible legal redress.
_____ **(Initial and date.)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY THE COUNTY OF LOS ANGELES.

These are some of the programs that are administered by the COUNTY of Los Angeles:

- " California Work Opportunity and Responsibility for Kids (CalWORKs)
- " Los Angeles COUNTY General Relief Program (GR)
- " California Medi-Cal Program (Medi-Cal)
- " Food Stamp Program (FS)
- " Social Services to Adults, Children and Families
- " Supervision to Children Placed in Foster Care
- " Cuban/Haitian Entrant Program (CHEP)
- " Refugee Resettlement Program (RRP)
- " Special Circumstances (SC)
- " Repatriate Program (Repat)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____ I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE [WITHIN THE LAST THIRTY (30) DAYS] APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen Contractor employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any **friends, relatives, business relations, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job.** Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

_____ **(Initial and date.)**

CONFIDENTIALITY AGREEMENT (Continued)

IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR

IN WRITING OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Print)

TITLE: _____
(Print)

SOCIAL SECURITY NUMBER: _____

Distribution:

Original: CONTRACTOR
Copy: CONTRACTOR Employee

ATTACH ENT F

SAFELY SURRENDERED BABY LAW

ATTACHMENT G

INTERNAL REVENUE NOTICE 1015



***SHELTER SERVICES FOR HOMELESS
GENERAL RELIEF APPLICANTS AND PARTICIPANTS
CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES
AND
SINGLE ROOM OCCUPANCY HOUSING CORPORATION,
A PRIVATE, NONPROFIT SERVICES AGENCY***

Prepared by:
Department of Public Social Services
Cash Programs Division
12820 Crossroads Parkway South
City of Industry, California 91746
(562) 908-6320

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**CONTRACT BETWEEN COUNTY OF LOS ANGELES AND
SINGLE ROOM OCCUPANCY HOUSING CORPORATION
FOR THE PROVISION OF SHELTER
FOR HOMELESS GENERAL RELIEF APPLICANTS AND PARTICIPANTS**

This Contract is made and entered into this _____ day of _____, 2003, by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and **SINGLE ROOM OCCUPANCY HOUSING CORPORATION**, hereinafter referred to as CONTRACTOR. The CONTRACTOR's homeless shelter facility is located at 354 South Spring Street, Los Angeles. The CONTRACTOR's homeless shelter facilities, SRO Panama Hotel and SRO Russ Hotel, are respectively located at 403 East 5th Street, Los Angeles, California and 517 South San Julian Street, Los Angeles, California 90013

This Contract contains the entire Contract between the parties with respect to the subject matter of this Contract.

WHEREAS, pursuant to the provisions of Section 17000 et seq. of the California Welfare and Institutions Code, hereafter W&I Code, the COUNTY Department of Public Social Services, hereafter DPSS, provides cash aid and material support to indigents under COUNTY's General Relief, hereafter GR, Program; and

WHEREAS, CONTRACTOR is qualified to provide emergency shelter services for homeless GR single men and women applicants and recipients, hereafter referred to as homeless GR participants, as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services; and

WHEREAS, COUNTY does not have employees to perform these services and it is impossible to recruit and train such personnel to perform such services for the period of time such services are needed by COUNTY; and

WHEREAS, COUNTY is authorized to enter into this Contract under California Government Code Section 26227.

NOW, THEREFORE, the parties hereto agree as follows:

I. APPLICABLE DOCUMENTS

- 1.0 Attachments A, B, C, D, E, F and G as set forth below are attached to and form a part of this Contract.

I. APPLICABLE DOCUMENTS (Continued)

2.0 In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, service, schedule, or contents of a deliverable product between this Contract and Attachments, or between Attachments, said conflict or inconsistency shall be resolved by giving precedence first to this Contract, and then to the Attachments according to the following priority:

- 2.1 Attachment A - Statement of Work and Technical Exhibits
- 2.2 Attachment B - Grounds for Rejection
- 2.3 Attachment C - Bidder's/Offeror's EEO Certification
- 2.4 Attachment D - Bidder's/Offeror's Nondiscrimination in Services Certification
- 2.5 Attachment E - CONTRACTOR Employee Acknowledgment and Confidentiality Agreement
- 2.6 Attachment F - Safely Surrendered Baby Law
- 2.7 Attachment G - Internal Revenue Notice 1015

3.0 This Contract and the Attachments A through G attached hereto constitute the complete and exclusive statement of understanding between the parties which supersedes all previous Contracts, written or oral, and all other communications between the parties relating to the subject matter of this Contract.

II. SERVICES

- 1.0 CONTRACTOR shall make available at least 115 shelter beds each day for the exclusive use of homeless GR participants in a safe and clean emergency shelter.
- 2.0 CONTRACTOR shall, in a manner satisfactory to COUNTY, perform the services described herein above and as set forth in Attachment A, Statement of Work and Technical Exhibits.

III. TERM OF CONTRACT

- 1.0 Subject to the termination provisions set forth herein, the term of this Contract shall commence upon COUNTY Board of Supervisors' approval of this Contract or September 1, 2003, whichever is later, and shall expire on August 31, 2006, Contract is subject to the COUNTY's right to terminate earlier for convenience, which includes changes in the General Relief (GR) program that eliminate or substantially reduce the COUNTY's legal requirement for General Relief assistance, non-appropriation of funds or default of CONTRACTOR.

III. **TERM OF CONTRACT** (Continued)

- 2.0 Subject to the provisions of Part VII, Further Terms and Conditions, Paragraph 54.0 *Termination for Convenience of COUNTY*, in the event of termination of this Contract, CONTRACTOR shall upon receipt of notice of termination:
 - 2.1 Immediately eliminate all new costs and expenses under this Contract. In addition, CONTRACTOR shall immediately minimize all other costs and expenses under this Contract. CONTRACTOR shall be reimbursed only for reasonable and necessary costs and expenses incurred after receipt of notice of termination.
 - 2.2 Promptly report to COUNTY in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

IV. **INTERPRETATION**

The Contract shall be interpreted in accordance with the laws of the State of California.

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used:

- 1.0 **Board of Supervisors** - The Board of Supervisors of the COUNTY of Los Angeles.
- 2.0 **CONTRACTOR** - The sole proprietor, partnership, or corporation which has entered into a Contract with the COUNTY to perform or execute the work covered by these specifications.
- 3.0 **Director** - The Director of the Department of Public Social Services, the COUNTY of Los Angeles, or his authorized representative(s).
- 4.0 **Contract Manager** - The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.
- 5.0 **COUNTY Contract Administrator (CCA)** - The person who monitors the CONTRACTOR's performance in the daily operation of the Contract. The CCA provides direction to the CONTRACTOR in the areas relating to policy, information requirements and procedural requirements.

V. COMPENSATION

1.0 Regular Compensation

1.1 The shelter services to be provided to homeless GR participants shall be single occupancy rooms which adhere to each and all of the minimum emergency housing standards set forth in Attachment A, hereunder. COUNTY shall not pay for any room or rooms that do not meet the minimum standards.

1.2 COUNTY Payment Rate

1.2.1 Effective September 1, 2003, the COUNTY will pay the CONTRACTOR one month in arrears at the rate of \$24 per bed for each shelter bed provided to homeless General Relief applicant/participant the previous month.

1.2.2 CONTRACTOR shall furnish shelter beds for all homeless GR participants who have bed reservations and valid vouchers (ABP 295s) and who meet the house rules set forth in the Statement of Work and Technical Exhibits, hereunder.

1.3 Contract Costs

The estimated cost of the Contract is \$1,007,400 annually.

1.4 CONTRACTOR shall submit to COUNTY a Payment Request Form Technical Exhibit 8.3, by the 15th of the month following the month of services as set forth in this Contract.

1.5 COUNTY will not refer homeless GR participants and will not pay for any beds should the CONTRACTOR fail to maintain the insurance as set forth in Part VII, Further Terms and Conditions, Paragraph 36.0, Insurance, hereunder.

1.6 Except as otherwise provided, COUNTY shall have no liability or responsibility for any taxes, including, but not limited to, bed, sales, income and/or property taxes which may be imposed in connection with or resulting from this Contract or CONTRACTOR's performance hereunder.

1.7 CONTRACTOR will be solely responsible for providing to its employees all legally required employee benefits and COUNTY shall not be called upon to assume responsibility for direct or indirect payment of any salaries, wages, or compensation to any personnel provided by the CONTRACTOR.

2.0 Room Unavailability Reimbursement to COUNTY

If on any day, the CONTRACTOR does not make 115 shelter beds available to the COUNTY, the CONTRACTOR shall reimburse the COUNTY for each bed unavailable at the current Contract payment rate of \$24 per bed. Any such reimbursement will be made by a future payment.

3.0 Health Inspections/Best-Facility-First Policy

Los Angeles COUNTY Department of Health Services (DHS) inspects all facilities used by DPSS to shelter homeless GR applicants. CONTRACTOR shall maintain a DHS inspection rating for its facility which will place it in the upper two-thirds of the facilities rated. If the facility's rating falls to the bottom third, CONTRACTOR will be given 60 days in which to improve its rating to the upper two-thirds. If the facility fails to achieve a higher rating by the end of the 60 days, DPSS will immediately apply the best-facility-first policy to the CONTRACTOR's facility, i.e., the facility will receive referrals based on its DHS rating.

VI. RENOVATIONS TO THE FACILITY

CONTRACTOR shall provide the COUNTY Contract Administrator (CCA) with prior written notification of any and all proposed renovations to the exterior or interior of the buildings. Monthly progress reports on the renovations shall be provided by the CONTRACTOR to the CCA until all renovations are complete. Renovations shall be deemed complete for purposes of this Contract when Health, Building and Safety officials have completed all reasonable inspections and certified the property to be in compliance with the relevant legal requirements. As to renovations which are not the subject of legal requirements, completion shall be effected when the CCA has issued a written approval.

VII. FURTHER TERMS AND CONDITIONS

1.0 ASSIGNMENT

The CONTRACTOR shall not delegate its duties and/or assign its rights hereunder, either in whole or in part, without the prior written consent of the COUNTY. Any attempted delegation and/or assignment without the COUNTY's prior written consent shall be void. Any attempt by the CONTRACTOR to assign or subcontract any performance of terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of this Contract. In the event of such a breach, this Contract may be terminated forthwith.

2.0 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years after the expiration or termination of the Contract, authorized representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the services provided to the COUNTY hereunder, and if such audit finds that the COUNTY's dollar liability for such services is less than payments made by the COUNTY to the CONTRACTOR, then the CONTRACTOR agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the CONTRACTOR to the COUNTY by cash payment, or 2) at the COUNTY's option, credited against any future payments due by the COUNTY to the CONTRACTOR, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for services provided hereunder is more than payments made by the COUNTY to the CONTRACTOR, then the COUNTY shall make reasonable effort to pay the difference to the CONTRACTOR shall be paid to the CONTRACTOR by the COUNTY provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

3.0 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that its signatory to the Contract is fully authorized to obligate the CONTRACTOR hereunder and that all corporate acts necessary to the execution of the Contract have been accomplished.

4.0 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts in any Fiscal Year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY contracts, the COUNTY reserves the right to reduce its payment obligation correspondingly for that Fiscal Year and any subsequent Fiscal Year services provided by the CONTRACTOR under the Contract. This reduction will not affect costs already incurred by the CONTRACTOR for services previously provided. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within 30 days of the Board's approval of such actions. The CONTRACTOR shall continue to provide all of the services set forth in the Contract.

5.0 CHANGES AND AMENDMENTS OF TERMS

The COUNTY reserves the right to change, through negotiation, any portion of the work required under the Contract, or amend such other terms and conditions which may become necessary. Any such revisions shall be

accomplished in the following manner:

- 5.1 For any change which does not materially affect the scope of work or any other term or condition included under this Contract, a *Change Notice* shall be prepared and signed by the COUNTY Contract Administrator (CCA) and the CONTRACTOR's Contract Manager.
- 5.2 For any revision which materially affects the scope of work or any term and condition included in the Contract, a negotiated amendment to the Contract shall be executed by the COUNTY Board of Supervisors and the CONTRACTOR *except* as provided in 5.3, herein below.
- 5.3 The DPSS Director may prepare and sign *amendments* to the Contract without further action by the COUNTY Board of Supervisors under the following conditions:
 - 5.3.1 Amendments shall be in compliance with applicable COUNTY, State and Federal regulations.
 - 5.3.2 The amendment is for a decrease in the Contract costs.
 - 5.3.3 The COUNTY Board of Supervisors has appropriated sufficient funds in the Department of Public Social Services budget.
 - 5.3.4 The amendment is for an increase of no more than 10% of the total original Contract amount, and is necessitated by additional and necessary services that are required for the CONTRACTOR to comply with changes in Federal, State, or COUNTY requirements.
 - 5.3.5 The Department of Public Social Services shall obtain the approval of COUNTY Counselor or his designee for an amendment to this Contract.
 - 5.3.6 Director will file a copy of all amendments with the Executive Office of the COUNTY Board of Supervisors and Chief Administrative Office within fifteen (15) days after execution of each amendment.

6.0 CHILD/ELDER ABUSE REPORTING/FRAUD REPORTING

The CONTRACTOR staff working on this Contract shall comply with *California Penal Code* (hereinafter "*PC*") *Section 11164 et seq.* and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and should submit all required information, in accordance with the PC Code Sections 11166 and 11167.

The CONTRACTOR staff working on this Contract shall comply with *California Welfare and Institutions Code (WIC), Section 15600 et seq.* and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate COUNTY adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The CONTRACTOR staff working on this Contract shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

The CONTRACTOR staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the COUNTY.

7.0 CIVIL RIGHTS

The CONTRACTOR shall abide by the provisions of *Title VI and Title VII* of the *Federal Civil Rights Act of 1964*, *Section 504 of the Rehabilitation Act of 1973*, as amended, the *Age Discrimination Act of 1975*, the *Food Stamp Act of 1977*, the *Americans with Disabilities Act of 1990*, *WIC Section 10000*, *California Department of Social Services Manual of Policies and Procedures, Division 21*, and other applicable Federal and State laws to ensure that employment practices and the delivery of social service programs are nondiscriminatory. Under this requirement the CONTRACTOR shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age or disability.

The CONTRACTOR shall sign and adhere to the "Proposer's Nondiscrimination In Services Certification," Attachment D, hereunder.

8.0 COLLECTIVE BARGAINING AGREEMENT

The CONTRACTOR agrees to provide to the COUNTY, upon request, a copy of any collective bargaining contract covering employees providing services under the Contract.

9.0 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to user complaints.

Within fifteen (15) business days after contract effective date, the CONTRACTOR shall provide the COUNTY with the CONTRACTOR's policy for receiving, investigating and responding to user complaints.

9.1 The CCA will review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.

9.2 If the CCA requests changes in the CONTRACTOR's policy, the

CONTRACTOR shall make such changes and resubmit the plan within five (5) business days.

- 9.3 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation. The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY Contract Administrator (CCA) of the status of the investigation within five (5) business days of receiving the complaint.

When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

Copies of all written responses shall be sent to the CCA within three (3) business days of mailing to the complainant.

10.0 COMPLETION OF CONTRACT

Ninety (90) days (or shorter time period as may be determined by COUNTY) prior to the expiration or termination of this Contract, CONTRACTOR shall allow COUNTY or newly selected CONTRACTOR a transition period for orientation purposes and the orderly turnover of CONTRACTOR's current operation without additional cost to COUNTY. CONTRACTOR shall provide assistance for an orderly transition of all work back to COUNTY or another CONTRACTOR by the provision of key personnel (who shall be cooperative and able to explain/answer questions regarding the various required contract functions as they are currently performed by CONTRACTOR), plans and training (including an orientation to computer systems used and reports produced).

CONTRACTOR's staff shall be available and cooperative in answering all operational questions raised by COUNTY and/or newly selected CONTRACTOR. During this transition period, CONTRACTOR shall continue to process all work timely and accurately, so that the operation is current at expiration or termination of this Contract.

- 10.1 If CONTRACTOR fails to comply with any of the terms set forth in Paragraph 10.0, COUNTY shall have the right to withhold fifty percent (50%) to one hundred percent (100%) of the last two (2) months' payments under this Contract as liquidated damages.

11.0 COMPLIANCE WITH JURY SERVICE PROGRAM

11.1 Jury Service Program

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.020 through 2.203.090 of the Los Angeles COUNTY Code.

11.2 Written Employee Jury Service Policy

1. Unless CONTRACTOR has demonstrated to the COUNTY's satisfaction either that CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the COUNTY Code) or that CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the COUNTY Code), CONTRACTOR shall have and adhere to a written policy that provides that its Employees shall receive from the CONTRACTOR, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.
2. For purposes of this Section, "CONTRACTOR" , means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in a 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: (1) the lesser number is a recognized industry standard as determined by the COUNTY, or (2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 13-month period are not considered full-time for purposes of the Jury Service Program. If CONTRACTOR uses any subcontractor to perform services for the COUNTY under the Contract, the subcontractor shall also be subject to the provisions of this Section. The provisions of this Section shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and CONTRACTOR shall immediately notify COUNTY if CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if CONTRACTOR no longer qualifies for an exception to the Program. In either event, CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that CONTRACTOR demonstrate to the COUNTY's satisfaction that CONTRACTOR either continues to remain outside of the Jury Service Program's

definition of "CONTRACTOR" and/or that CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this Section of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

12.0 COMPLIANCE WITH LAWS

The CONTRACTOR agrees to comply with all applicable Federal, State and local laws, rules, regulations, ordinances and directives, and all provisions required thereby to be included herein, are hereby incorporated by this reference. These shall include, but are not limited to:

1. *California Welfare & Institutions Code*
2. *California Department of Social Services (CDSS) Manual of Policies and Procedures*
3. *California Department of Social Services Regulations Section*
4. *Social Security Act*
5. *State Energy and Efficiency Plan [Title 24, California Administrative Code]*
6. *Clean Air Act (Section 306, 42USC 1857 (h))*
7. *Clean Water Act (Section 508, 33USC 1368)*
8. *Executive Order 11738 and Environmental Protection Agency Regulations (40 CFR Part 15)*
9. *Equal Employment Opportunity (EEO) [Executive Order 11246 Amended by Executive Order 11375 and supplemented in Department of Labor Regulations, 41 CFR, Part 60]*
10. *Injury and Illness Prevention Program (IIPP) (Section 3203 of Title 8 in the California Code of Regulations)*

CONTRACTOR shall maintain all licenses required to perform the Contract. CONTRACTOR shall indemnify and hold the COUNTY harmless from any loss, damage or liability resulting from a violation, intentional or unintentional, on the part of the CONTRACTOR of such laws, rules, regulations, ordinances, directives, provisions, licenses, and permits, including but not limited to those

concerning nepotism, employment eligibility, civil rights, conflict of interest, wages and hours, and nondiscrimination.

13.0 COMPLIANCE WITH WAGE AND HOUR LAWS/FAIR LABOR STANDARDS ACT

The CONTRACTOR shall comply with all wage and hour laws and all applicable provisions of the Federal *Fair Labor Standards Act*, and shall indemnify, defend, and hold harmless the COUNTY, its agents, officers and employees from any and all liability including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorney's fees arising under any wage and hour law including, but not limited to, the Federal *Fair Labor Standards Act* for services performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

14.0 CONFIDENTIALITY

The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under the Contract in accordance with all applicable Federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

The CONTRACTOR shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of the Contract.

The CONTRACTOR shall cause each employee performing services covered by the Contract to sign and adhere to the "CONTRACTOR Employee Acknowledgment and Confidentiality Contract", Attachment E, hereunder.

By State law, including without limitation (*W&I Code, Section 10850 et seq. and 17006*), all of the case records, computer records and information pertaining to individuals receiving aid are confidential and no information related to any individual case or cases is to be in any way relayed to anyone except those employees of the Los Angeles COUNTY Department of Public Social Services so designated without written authorization from DPSS.

15.0 CONFLICT OF INTEREST/CONTRACT PROHIBITED

15.1 CONTRACTOR represents and warrants that no COUNTY employee whose position in the COUNTY enables him/her to influence the award of the Contract, or any competing Contract, and no spouse or economic dependent of such employee, is or shall be employed in any capacity by the CONTRACTOR herein, or does or shall have any direct or indirect financial interest in the Contract.

The CONTRACTOR represents and warrants that it is aware of, and its authorized officers have read, the provisions of *Los Angeles COUNTY Code, Section 2.180,010*; "Certain Contracts Prohibited," and that execution of the Contract will not violate those provisions. The CONTRACTOR must sign and adhere to the "Request for Proposals

Grounds for Rejection," Attachment B, hereunder.

The CONTRACTOR represents and warrants they did not, as an individual or firm or subsidiary of a firm, under Contract, assist the COUNTY in the development and preparation of the Request for Proposals for the Contract.

No CONTRACTOR employee shall have access to his/her public assistance records or the records of any friend, relative, business relation, personal acquaintance, tenant, or any individual whose relationship could reasonably sway or appear to sway their conduct or performance on the job. Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents.

- 15.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification for all persons implicated and complete description of all relevant circumstances. Failure to comply with the provisions of this Subsection 15.0 shall be a material breach of this Contract.

16.0 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should the CONTRACTOR require additional or replacement personnel after the effective date of the Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

17.0 CONSIDERATION OF GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

- 17.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services' Greater Avenues for Independence (GAIN) Program or General Relief Opportunities for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. The COUNTY will refer GAIN/GROW participants, by job category, to the CONTRACTOR.

Note: In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

- 17.2 As a threshold requirement for consideration for contract award, CONTRACTORS shall demonstrate a proven record of hiring GAIN participants or shall attest to a willingness to consider GAIN participants for any future employment opening if they meet the minimum qualifications for that opening.

Additionally, CONTRACTORS shall attest to a willingness to provide employed GAIN participants access to the proposers' employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities. CONTRACTORS who are unable to meet this requirement shall not be considered for this award.

18.0 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF

CONTRACTOR must have a certification process in place to ensure that bilingual staff are proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, CONTRACTOR shall provide COUNTY with standards/process used to certify proficiency of bilingual staff.

19.0 CONTRACTOR'S EMPLOYEES

- 19.1 The CONTRACTOR is responsible for providing the personnel assigned to perform services under the Contract. All personnel assigned by the CONTRACTOR to perform these services shall at all times be employees of the CONTRACTOR.
- 19.2 The CONTRACTOR will be solely responsible for providing to the employees all legally required employee benefits and the COUNTY shall not be called upon to assume any liability for the direct payment of any salaries, wages, or other compensation to any employees provided by the CONTRACTOR. Payment for services rendered shall be made upon approval of invoices submitted, subject to auditing requirements of the Auditor-Controller.

20.0 CONTRACTOR RESPONSIBILITY AND DEBARMENT

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is COUNTY's policy to conduct business only with responsible CONTRACTORS.

- 20.1 CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the COUNTY Code, if COUNTY acquires information concerning the performance of CONTRACTOR on this or other contracts which indicates that CONTRACTOR is not responsible, COUNTY may, in addition to other remedies provided in the Contract, debar CONTRACTOR from bidding on COUNTY contracts for a specified period of time not to exceed three (3) years, and terminate any or all existing contracts the CONTRACTOR may have with the COUNTY.
- 20.2 The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated any term of a contract with the COUNTY; (2) committed any act or omission which negatively reflects the CONTRACTOR's quality, fitness, or capacity to perform a contract with the COUNTY or any other public entity, or engaged in a pattern of practice which negatively reflects on same (3) committed an act or offense which indicates a lack of business integrity or business honesty; or (4) made or submitted a false claim against the COUNTY or other public entity.
- 20.3 If there is evidence that the CONTRACTOR may be subject to debarment, DPSS will notify the CONTRACTOR in writing of the evidence, which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
- 20.4 The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a proposed decision, which shall contain a recommendation regarding whether CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment.
- If CONTRACTOR fails to avail itself of the opportunity to submit evidence to the CONTRACTOR Hearing Board, CONTRACTOR may be deemed to have waived all rights of appeal.
- 20.5 A record of the hearing, the proposed decision and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny or adopt the proposed decision and recommendation of the Hearing Board.
- 20.6 These terms shall also apply to subcontractors of COUNTY CONTRACTORS.

21.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO CHILD SUPPORT ENFORCEMENT

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at CONTRACTOR's place of business. COUNTY's Child Support Services Department will supply CONTRACTOR with the poster to be used.

22.0 CONTRACTOR's WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

CONTRACTOR acknowledges that COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through the Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon COUNTY and its taxpayers.

As required by COUNTY's Child Support Compliance Program (COUNTY Code Chapter 2.200) and without limiting CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, CONTRACTOR warrants that it is now in compliance and shall, during the term of this Contract, maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or District Attorney Notices of Wage and Earnings Assignment for Child or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

23.0 COUNTY LOBBYISTS

CONTRACTOR and each COUNTY lobbyist or COUNTY lobbying firm as defined in *Los Angeles COUNTY Code Section 2.160.010*, retained by CONTRACTOR, shall fully comply with the *COUNTY Lobbyist Ordinance, Los Angeles COUNTY Code Chapter 2.160*. Failure on the part of CONTRACTOR or any COUNTY lobbyist or COUNTY lobbying firm retained by CONTRACTOR to fully comply with the *COUNTY Lobbyist Ordinance* shall constitute a material breach of this Contract upon which COUNTY may immediately terminate or suspend this Contract.

24.0 COUNTY's QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include

assessing CONTRACTOR=s compliance with all contract terms and performance standards. CONTRACTOR deficiencies which COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy, if not corrected, will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

25.0 COVENANT AGAINST FEES

The CONTRACTOR warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon a Contract or understanding for a commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the CONTRACTOR for the purpose of securing business. For breach or violation of this warranty, the COUNTY shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

26.0 DISPUTES

Any disputes between the COUNTY and the CONTRACTOR regarding the performance of services reflected in this Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the COUNTY DPSS Director or his designee, and the Director's or his designee's decision shall be final.

27.0 DISCLOSURE OF INFORMATION

The CONTRACTOR shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, COUNTY will not inhibit the CONTRACTOR from publicizing its role under the Contract within the following conditions:

- 27.1 The CONTRACTOR shall develop all publicity material in a professional manner.
- 27.2 During the course of performance on this Contract, the CONTRACTOR, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the COUNTY without the prior written consent of the Director. In no event shall the CONTRACTOR use any material which identifies any individual by name or picture as an applicant for or participant of services provided by

DPSS.

27.3 The CONTRACTOR may, without prior written permission of the COUNTY, indicate in its proposals and sales materials that it has been awarded this contract with the COUNTY of Los Angeles, provided, however, that the requirements of this Section 27 shall apply.

28.0 EMPLOYMENT ELIGIBILITY VERIFICATION

The CONTRACTOR warrants that it fully complies with all statutes and regulations regarding the employment eligibility of aliens and others, and that all persons performing services under this Contract are eligible for employment in the United States. The CONTRACTOR represents that it has secured and retained all required documentation verifying employment eligibility of its personnel. The CONTRACTOR shall secure and retain verification of employment eligibility from any new personnel in accordance with the applicable provisions of law.

The CONTRACTOR shall indemnify, defend and hold the COUNTY harmless from any employer sanctions or other liability which may be assessed against the COUNTY or the CONTRACTOR by reason of CONTRACTOR's failure to comply with the foregoing.

29.0 EMPLOYEE SAFETY

The CONTRACTOR will assure that the CONTRACTOR's employees:

29.1 Are covered by an effective Injury and Illness Prevention Program.

29.2 Receive all required general and specific training.

30.0 FISCAL ACCOUNTABILITY

The CONTRACTOR shall be required to adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-21 for Educational Institutions, OMB Circular A-87 for State, Local and Indian Tribal Governments, OMB Circular A-122 for Non-Profit Organizations, OMB Circular A-102 for Grants and Cooperative Contracts with State and Local Government agencies, OMB Circular A-133 for Audits of States, Local Governments and Non-Profit Organizations, and OMB Circular A-110 for Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations.

For-Profit Organizations shall apply the cost principles established in 48 CFR, Part 31, Subpart 31.2.

31.0 FORCE MAJEURE

In the event that performance by either party is rendered impossible (permanently or temporarily) by governmental restrictions, regulation or controls or other causes beyond the reasonable control of such party, said event shall excuse performance by such party, or in the case of temporary impossibility, shall excuse performance only for a period commensurate with the period of impossibility. Notwithstanding the foregoing, the COUNTY shall have the right to terminate this Contract upon any event which renders performance impossible. In such case, COUNTY shall be responsible for payment of all expenses incurred to the point at which this Contract is terminated.

32.0 GOVERNING LAW AND VENUE

This Contract shall be governed by and construed in accordance with the laws of the State of California.

Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment; further, this Contract shall be interpreted, and the parties' duties and obligations under this Contract shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of this Contract.

CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles, California, Central Division.

33.0 GOVERNMENT OBSERVATIONS

Federal, State, COUNTY and/or research personnel, in addition to departmental contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the CONTRACTOR performance.

34.0 INDEPENDENT CONTRACTOR STATUS

34.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended and shall not be construed to create a relationship of agent, servant, employee, partnership, joint venture, or association as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

34.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons perform work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State or local taxes, or other compensation benefits or taxes for any personnel provided by or on behalf of the CONTRACTOR.

34.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Worker Compensation liability, solely employees of the CONTRACTOR and are not employees of the COUNTY. The CONTRACTOR shall be solely responsible for furnishing any and all Worker Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

35.0 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend, and hold harmless COUNTY, and its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

36.0 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by COUNTY, and such coverage shall be provided and maintained at CONTRACTOR's own expense.

36.1 Evidence of Insurance

Certificates or other evidence of coverage satisfactory to COUNTY shall be delivered to the **Department of Public Social Services, 12820 Crossroads Parkway South, City of Industry, California 91746-3411, Attention: Donna Keating, COUNTY Contract Administrator**, prior to commencing services under this Contract. Such certificates or other evidence shall:

Specifically identify this Contract.

Clearly evidence all coverages required in this Contract.

Contain the express condition that COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance.

Include copies of the additional insured endorsement to the commercial general liability policy, adding the COUNTY of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract.

Identify any deductibles or self-insured retentions for COUNTY's approval. The COUNTY retains the right to require CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to COUNTY, or, require CONTRACTOR to provide a bond guaranteeing payment of all such retained losses related costs, including, but not limited to expenses or fees, or both, related investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

36.2 Insurer Financial Ratings

Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII, unless otherwise approved by COUNTY.

36.3 Failure to Maintain Coverage

Failure by CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to COUNTY, shall constitute a material breach of the Contract upon which COUNTY may immediately terminate or suspend this Contract. COUNTY, at its sole option, may obtain damages from CONTRACTOR resulting from said breach. Alternatively, COUNTY may purchase such required insurance coverage, and without further notice to CONTRACTOR, COUNTY may deduct from sums due to CONTRACTOR any premium costs advanced by COUNTY for such insurance.

36.4 Notification of Incidents, Claims or Suits

CONTRACTOR shall report to COUNTY:

Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against CONTRACTOR and/or COUNTY. Such report shall be made in writing within 24 hours of occurrence.

Any third party claim or lawsuit filed against CONTRACTOR arising from or related to services performed by CONTRACTOR under this Contract.

Any injury to a CONTRACTOR employee which occurs on COUNTY property. This report shall be submitted on a COUNTY ANon-employee Injury Report@to the COUNTY Contract Manager.

Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to CONTRACTOR under the terms of this Contract.

36.5 Compensation for COUNTY Costs

In the event that CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to COUNTY, CONTRACTOR shall pay full compensation for all costs incurred by COUNTY.

36.6 Insurance Coverage Requirements for Subcontractors

CONTRACTOR shall ensure any and all subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

CONTRACTOR providing evidence of insurance covering the activities of subcontractors, or

CONTRACTOR providing evidence submitted by subcontractors evidencing that subcontractors maintain the required insurance coverage. COUNTY retains the right to obtain copies of evidence of subcontractor insurance coverage at any time.

37.0 INSURANCE COVERAGE REQUIREMENTS

37.1 General Liability

General liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

37.2 Automobile Liability

Automobile liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for allAowned@, Ahired@ and Anon-owned@ vehicles, or coverage for Aany auto@.

37.3 Workers' Compensation and Employers' Liability

Workers= Compensation and employers= liability insurance providing workers compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which CONTRACTOR is responsible. If CONTRACTOR=s employees will be engaged in maritime employment, coverage shall provide workers compensation benefits as required by the U.S. Longshore and Harbor Workers= Compensation Act, Jones Act or any other federal law for which CONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers= Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

38.0 LIQUIDATED DAMAGES

If the CONTRACTOR breaches the performance requirements as specified in the Performance Requirements Summary (PRS) Chart, as defined in Technical Exhibit 1, the COUNTY will have a claim against CONTRACTOR for the sum specified in the PRS to be paid by the CONTRACTOR in accordance with the Contract as liquidated damages. This Section shall not, in any manner, restrict or limit the COUNTY=s right to damages for any breach of this Contract, and shall not, in any manner, restrict or limit the COUNTY=s right to terminate this Contract as agreed to herein.

39.0 NO PAYMENT FOR SERVICES PROVIDED FOLLOWING EXPIRATION/TERMINATION OF CONTRACT

CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by CONTRACTOR after the expiration or other termination of this Contract. Should CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

40.0 NON-DISCRIMINATION IN EMPLOYMENT

The CONTRACTOR shall comply with all laws and regulations as defined in Equal Employment Opportunity EEO (*U.S. Executive Order 11246* and amended by *U.S. Executive Order 11375* and Supplemented in *Department of Labor Regulations, 41 CFR, Part 60*). The CONTRACTOR certifies and

agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies, are and will be treated equally by it without regard to or because of race, color, national origin, ancestry, religion, sex, marital status, political affiliation, age, or condition of disability, in compliance with all applicable Federal and State anti-discrimination laws and regulations. The CONTRACTOR shall ensure that EEO and State-approved Civil Rights posters, "Equal Under The Law," are posted in all the CONTRACTOR's facilities, where they are easily accessible to the CONTRACTOR's employees.

- 40.1 CONTRACTOR shall take affirmative action to ensure that applicants are employed, and employees are treated equally during employment, without regard to race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation. Such action shall include, but is not limited to the following: Employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 40.2 CONTRACTOR shall deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, condition of disability, marital status, or political affiliation.
- 40.3 CONTRACTOR shall allow COUNTY representatives access to its employment records during regular business hours to verify compliance with the provisions of this Section 39 when so requested by the COUNTY.
- 40.4 The CONTRACTOR shall not discriminate against any employee, or applicant for employment on the basis of race, national origin or ancestry, religion, sex, marital status, political affiliation, age or condition of disability. Practices in hiring, compensation, benefits, and firing are among the employment practices subject to this requirement.
- 40.5 If the COUNTY finds that any of the above provisions have been violated, the same shall constitute a material breach of contract upon which the COUNTY may determine to cancel, terminate, or suspend this Contract. While the COUNTY reserves the right to determine independently that the Equal Employment Opportunity (EEO) provisions of the Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated State or Federal EEO laws or regulations shall constitute a finding by the COUNTY that the CONTRACTOR has violated the EEO provisions of this Contract.

- 40.6 The parties agree that in the event the CONTRACTOR violates the EEO provisions of this Contract, the COUNTY shall, at its option, be entitled to a sum of five hundred dollars (\$500.00) pursuant to *California Civil Code, Section 1671*, as liquidated damages in lieu of canceling, terminating or suspending this Contract.
- 40.7 The CONTRACTOR shall sign the form *Bidder's/Offeror's EEO Certification*,@ Attachment C hereunder.

41.0 NOTICES

41.1 Notice of Delays

When either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within five (5) business days, give notice thereof, including all relevant information with respect thereto, to the other party.

The other party shall respond within five (5) business days of receipt, clarifying the stated problem(s) or delay(s), or confirming corrective action to the satisfaction of the party that originated the notice.

41.2 Notice of Meetings

The CONTRACTOR shall provide appropriate levels of staff at all meetings requested by the COUNTY. The COUNTY will give five (5) business days prior notice to the CONTRACTOR of the need to attend such meetings.

The CONTRACTOR may verbally request meetings with the COUNTY, as needed, with five (5) business days advance notice. The advance notice requirement may be waived with the mutual consent of both CONTRACTOR and the COUNTY.

41.3 Delivery of Notices

Delivery of notices shall be accomplished by hand-delivery or enclosing the same in a sealed envelope addressed to the party for whom intended and by depositing such envelope with postage prepaid in a United States Post Office or substation thereof, or any public mail box.

41.4 Notices to the CONTRACTOR

Any such notice and the envelope containing same shall be addressed to the CONTRACTOR at its place of business:

Geoffrey Gilbert, Interim Director
Single Room Occupancy Housing Corp.

**354 South Spring Street, Ste. 400
Los Angeles, CA 90013**

41.5 Notices to the COUNTY

Notices and envelopes containing same to the COUNTY shall be addressed to :

Cash Programs Division
Department of Public Social Services
12820 Crossroads Parkway South - West Bldg.
City of Industry, California 91746-3411
ATTENTION: DONNA KEATING

41.6 Changes of Address

Either party can designate a new address by giving written notice to the other party.

41.7 Termination Notices

In the event of suspension or termination of the Contract, written notices may also be given upon personal delivery to any person whose actual knowledge of such termination would be sufficient notice to the CONTRACTOR.

42.0 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

CONTRACTOR shall notify its employees, and shall require each subcontractor to notify its employees, that they may be eligible for the federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015 (see Attachment G, hereunder).

43.0 OWNERSHIP OF DATA/EQUIPMENT

The COUNTY shall be sole owner of all rights, titles and interest in any and all compilations of data, reports, and deliverables which have been prepared, developed or maintained by the CONTRACTOR pursuant to this Contract.

The COUNTY shall be sole owner of all rights, title and interests in any and all equipment provided by the COUNTY or purchased by the CONTRACTOR with COUNTY funds, pursuant to this Contract.

44.0 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from COUNTY

and all materials, data, reports and other information of any kind developed by CONTRACTOR under this Contract are confidential to and are solely the property of COUNTY. CONTRACTOR shall take all necessary measures to protect the security and confidentiality of all such materials, data, reports and information. The provisions of this Paragraph 44.0 shall survive the expiration or other termination of this Contract.

44.1 Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall, and does, hereby keep and hold COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information. COUNTY shall not require CONTRACTOR to provide any technical information that is proprietary to it, except as is requested by COUNTY to successfully complete the services under the Contract.

44.2 COUNTY shall not require CONTRACTOR to provide any information that is proprietary to it; provided, however, that if COUNTY requests CONTRACTOR proprietary information in order to successfully complete the services under this Contract, CONTRACTOR shall mark such information "PROPRIETARY" and COUNTY shall limit reproduction and distribution to the minimum extent consistent with COUNTY's need for such information, and when, COUNTY no longer needs such information, but in no event later than expiration or other termination of this Contract, COUNTY shall either (1) cause all copies of such information to be returned to CONTRACTOR, or (2) certify to CONTRACTOR that all copies of such information have been destroyed.

45.0 RECORDS

The CONTRACTOR shall maintain books, records, documents and other evidence, and accounting procedures and practices sufficient to support all claims for payment made by the CONTRACTOR to the COUNTY. Such records shall be kept in accordance with Section 46.0, Records Retention and Inspection, herein below.

46.0 RECORDS, RETENTION AND INSPECTION

46.1 The CONTRACTOR agrees that the COUNTY, State and Federal representatives or any duly authorized representatives thereof, shall, at any reasonable time, have access to and the right to examine, monitor, audit, excerpt, copy or transcribe any pertinent transaction, activity, time cards, or other records relating to this Contract at no cost to the COUNTY. Such material, including all pertinent costs, accounting, financial records and proprietary data shall be kept and maintained by the CONTRACTOR for a period of five (5) years after the term of this Contract, unless Director's written permission is given to dispose of such material prior to the end of such period, or until audited, whichever is longer. The COUNTY may require specific records be retained longer than five (5) years when there is outstanding litigation, unresolved

disputes or any audit.

46.2 Other required documents to be retained include, but are not limited to:

1. Invoices/Check Stubs: Monthly and any supplemental invoices and DPSS reimbursement check stubs.
2. Confidentiality Agreement: CONTRACTOR Employee Acknowledgment and Confidentiality Agreement signed forms (Attachment E).
3. Licenses: Fire Permit, Elevator License, if applicable, Business licenses and Certifications relating to CONTRACTOR's profession.
4. Minutes of Performance Evaluation Meetings: The CCA writes the minutes of any Performance Evaluation Meetings and shall provide to the CONTRACTOR for retention.

46.3 The COUNTY, its Auditor-Controller or designee, hereby retains the right to conduct, during normal business hours, an audit and re-audit of the books, records, and business conducted by the CONTRACTOR and observe the operation of the business so that accuracy of the above records and any of the CONTRACTOR's invoices for services provided can be confirmed.

1. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles COUNTY, provided that if such material is located outside Los Angeles COUNTY, either (1) pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy or transcribe such material at such other location, or (2) pay to have such materials promptly returned to a CONTRACTOR facility located in Los Angeles COUNTY for examination by the COUNTY.
2. Failure on the part of the CONTRACTOR to comply with the provisions of this Section 46.0 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.

47.0 RECYCLED BOND PAPER

Consistent with the Los Angeles COUNTY Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on the Project.

48.0 REMOVAL OF UNSATISFACTORY PERSONNEL

The COUNTY shall have the right, at its sole discretion to require the CONTRACTOR to remove any employee from the performance of services under this Contract for unsatisfactory performance or any other job-related cause. At the request of the COUNTY, the CONTRACTOR shall immediately replace said personnel.

49.0 RULES AND REGULATIONS

During the time that the CONTRACTOR's employees or agents are at the COUNTY facilities, such persons shall be subject to the rules and regulations of the COUNTY facilities. It is the responsibility of the CONTRACTOR to acquaint such persons who are to provide services hereunder with such rules and regulations. CONTRACTOR shall immediately remove and replace within twenty-four (24) hours any of its employee performing services hereunder when notified orally or in writing by the CCA that: (1) such employee has violated such rules or regulations; or (2) such employee's actions, while on COUNTY or off-site work premises, indicate that the employee may adversely affect the delivery of services. Upon removal of any employee, CONTRACTOR shall immediately replace the employee and continue services hereunder.

50.0 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the Safely Surrendered Baby Law, its implementation in Los Angeles COUNTY, and where and how to safely surrender a baby. The fact sheet is set forth in Attachment F of this contract and is also available on the Internet at www.babysafela.org for printing purposes.

51.0 CONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The contractor understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTORS to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used.

52.0 SUBCONTRACTING

52.1 No performance of this Contract or any portion thereof may be subcontracted by the CONTRACTOR without the express written

consent of the COUNTY. This written consent shall be provided by way of amendment executed by the DPSS Director pursuant to Section 5.0 (Changes and Amendments of Terms). Any attempt by the CONTRACTOR to subcontract any performance of the terms of this Contract without the express written consent of the COUNTY shall be null and void and shall constitute a breach of the terms of the Contract. In the event of such a breach, the Contract may be terminated forthwith. The COUNTY's determination of whether to approve the CONTRACTOR's request to subcontract shall be completely within the discretion of the COUNTY.

- 52.2 Subcontracts shall be made in the name of the CONTRACTOR and shall not bind nor purport to bind the COUNTY. The making of subcontracts hereunder shall not relieve the CONTRACTOR of any requirement under the Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Approval of the provisions of any subcontract by the COUNTY shall not be construed to constitute a determination of the allowability of any cost under the Contract.

In no event shall approval of any subcontract by the COUNTY be construed as effecting any increase in the amount provided for in the Contract. The CONTRACTOR's request for approval to enter into a subcontract shall include:

1. A description of the service to be provided by the proposed subcontractor;
2. Identification of the proposed subcontractor and an explanation of why and how it was selected, including the degree of competition obtained;
3. An indication whether the proposed subcontractor's firm is a minority, women-owned, disadvantaged, or disabled veterans business enterprise;
4. A resume of the potential subcontractor's background and experience.

- 52.3 In the event that the COUNTY should consent to subcontracting, the CONTRACTOR shall include, in all subcontracts, the following provision: *"This Contract is a subcontract under the terms of a prime contract with the COUNTY of Los Angeles. All representations and warranties shall inure to the benefit of the COUNTY of Los Angeles."*

- 52.4 When required by State regulations, subcontracts shall be advertised, competitively bid and evaluated in a manner which will meet the *California Department of Social Services Manual of Policies and Procedures (MPP)*, Sections 23-610 through 23-615.

53.0 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of CONTRACTOR to maintain compliance with the requirements set forth in Section 22.0, CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute a default by CONTRACTOR under this Contract. Without limiting the rights and remedies available to COUNTY under any other provision of this Contract, failure to cure such default within ninety (90) days of notice by the Los Angeles COUNTY DA shall be grounds upon which the COUNTY Board of Supervisors may terminate this Contract pursuant to Section 55.0, Termination For Default of the CONTRACTOR.

CONTRACTOR acknowledges that COUNTY places a high priority on the enforcement of child support laws and the apprehension of child support evaders. CONTRACTOR understands that it is COUNTY's policy to encourage all COUNTY contractors to voluntarily post COUNTY's *L.A.'s Most Wanted: Delinquent Parents* poster in a prominent position at the CONTRACTOR's place of business. COUNTY's District Attorney will supply CONTRACTOR with the poster to be used.

54.0 TERMINATION FOR CONVENIENCE OF COUNTY

- 54.1 Performance of services under this Contract may be terminated by the COUNTY, in whole or in part, when such action is deemed by the COUNTY to be in its best interest. Termination of work shall be effected by delivery to the CONTRACTOR of a thirty (30) calendar day, prior written Notice of Termination. The Notice of Termination shall specify the extent to which performance of work is terminated and the date upon which such termination becomes effective.
- 54.2 If, during the term of this Contract, the COUNTY funds appropriated for the purposes of this Contract are reduced or eliminated, COUNTY may immediately terminate this Contract upon written notice to the CONTRACTOR.
- 54.3 After receipt of the Notice of Termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:
 - 1. Immediately stop services under this Contract on the date and to the extent specified in the Notice of Termination.
 - 2. Complete performance of such part of the work as shall not have been terminated by the Notice of Termination.
- 54.4 After receipt of a Notice of Termination, the CONTRACTOR shall submit to the COUNTY, in the form and with the certifications as may be

prescribed by the COUNTY, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than three (3) months from the effective date of termination. Upon failure of the CONTRACTOR to submit its termination claim and invoice within the time allowed, the COUNTY may determine, on the basis of information available to the COUNTY, the amount, if any, due to the CONTRACTOR in respect to the termination and such determination shall be final. After such determination is made, the COUNTY shall pay the CONTRACTOR the amount so determined.

- 54.5 Upon termination of this Contract, the CONTRACTOR shall deliver to the COUNTY all work completed or in progress, including all client records, statistical data and reports within (10) business days after termination of this Contract.
- 54.6 Upon termination of this Contract, the CONTRACTOR shall comply with the provisions of Section 46.0, Records Retention and Inspection, herein above.
- 54.7 Subject to the provisions of Subsection 42.4, the COUNTY and the CONTRACTOR shall negotiate an equitable amount to be paid to the CONTRACTOR by reason of the total or partial termination of work pursuant to this Section 54.0. Said amount may include a reasonable allowance for overhead on work done but shall not include an allowance on work terminated. The COUNTY shall pay the agreed amount, subject to other limitations and provided that such amount shall not exceed the total funding obligated under this Contract, as reduced by the amount of payments otherwise made and as further reduced by the contract price of work not terminated.

55.0 TERMINATION FOR DEFAULT OF CONTRACTOR

- 55.1 The COUNTY may, subject to the provisions outlined below, by written notice of default to the CONTRACTOR, terminate the whole or any part of this Contract in any one of the following circumstances:
 - 1. If the CONTRACTOR fails to perform the service within the time specified or, with prior COUNTY approval, any extension thereof.
 - 2. If the CONTRACTOR fails to perform any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of five (5) calendar days (or such longer period as the COUNTY may authorize in writing) after receipt of notice from the COUNTY specifying such failure.
- 55.2 In the event the COUNTY terminates this Contract in whole or in part as

provided in this Section 55.0, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, services similar to those terminated. The CONTRACTOR shall be liable to the COUNTY for any incremental and excess costs for such similar services; or

- 55.3 If, after giving Notice of Termination of this Contract under the provisions of this Section 55.0, it is determined for any reason that the CONTRACTOR was not in default under the provisions of this Section 55.0 or that the default was excusable, the rights and obligations of the parties shall be the same as if the Notice of Termination had been issued pursuant to Section 54.0, Termination For Convenience of the COUNTY, herein above.
- 55.4 Upon termination of this Contract, the CONTRACTOR shall adhere to the termination provisions of Section 55.0 herein above.

56.0 TERMINATION FOR IMPROPER CONSIDERATION

- 56.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract.

In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

- 56.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the COUNTY Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.
- 56.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

57.0 TERMINATION FOR NON- APPROPRIATION OF FUNDS

The COUNTY's obligation is payable only from funds appropriated for the purpose of this Contract. All funds for payments after the end of the current Fiscal Year are subject to Federal, State or COUNTY's legislative appropriation for this purpose. In the event this Contract extends into succeeding Fiscal Year

periods and the Board of Supervisors or the State or federal Legislature does not allocate sufficient funds for the next succeeding Fiscal Year payments, services shall automatically be terminated as of the end of the then current Fiscal Year.

The COUNTY shall make a good faith effort to notify the CONTRACTOR, in writing, of such non-appropriation at the earliest time.

58.0 TIMELY COMPLETION

Time is of the essence in the provision and completion of the work required to be provided to COUNTY as stipulated in this Contract, as is the timely conveyance of reporting deliverables to COUNTY, as also stipulated in this Contract.

59.0 TRADE SECRETS

Recognizing that COUNTY has no way to safeguard trade secrets or proprietary information, CONTRACTOR shall hold the COUNTY harmless from all damages, costs, and expenses by reason of any disclosure by COUNTY of trade secrets and proprietary information.

60.0 VALIDITY

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision.

61.0 VERBAL DISCUSSIONS

The Contract Manager, or alternate, designated in writing to act in the CONTRACTOR's behalf, shall be available to respond to the COUNTY's verbal inquiries within twenty-four hours.

62.0 WAIVER

No waiver of a breach of any provision of this Contract by the COUNTY will constitute a waiver of any other breach of said provision or any other provision of this Contract. Failure of the COUNTY to enforce, at any time or from time to time, any provision of this Contract, shall not be construed as a waiver thereof. No waiver shall be enforced unless said waiver is set forth in writing.

63.0 WARRANTY

The CONTRACTOR warrants that all services performed hereunder will comply with Attachment A, Statement of Work, herein below, any specifications related thereto, and that all such services shall be performed in accordance with the ordinary skill and care observed in the industry by those knowledgeable, trained and experienced in rendering similar services at the time such services are

performed.

The CONTRACTOR shall, within twenty-four hours after oral or written notice from the COUNTY, correct any and all defects, deficiencies, errors or omissions in services rendered to the COUNTY. The correction of such defects, deficiencies, errors or omissions shall be at no cost to the COUNTY.

IN WITNESS, WHEREOF, the Board of Supervisors of the COUNTY of Los Angeles has caused this Contract to be subscribed by the Chair, and the seal of said Board to be hereto affixed and attested by the Executive Officer of the Board of Supervisors thereof, and CONTRACTOR has caused this Contract to be signed by its duly authorized officer(s) _____ day of _____, 2003.

COUNTY OF LOS ANGELES

By _____
Chair, Board of Supervisors

ATTEST:

Violet Varona-Lukens, Executive Officer
Board of Supervisors of the COUNTY of Los Angeles

By _____
Deputy

**APPROVED AS TO FORM
BY COUNTY COUNSEL:**

LLOYD W. PELLMAN
COUNTY COUNSEL

By _____
Deputy

By _____
Geoffrey Gilbert, Interim Executive Director
Single Room Occupancy Housing Corporation
354 South Spring Street
Los Angeles, California 90013

ATTACHMENT A

STATEMENT OF WORK

AND

TECHNICAL EXHIBITS

Attachment A

STATEMENT OF WORK AND TECHNICAL EXHIBITS

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STATEMENT OF WORK AND TECHNICAL EXHIBITS

PREAMBLE COUNTY HEALTH AND HUMAN SERVICES

For nearly a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- | | |
|-------------------|-------------------------|
| ➤ Responsiveness | ➤ Integrity |
| ➤ Professionalism | ➤ Commitment |
| ➤ Accountability | ➤ A Can-Do Attitude |
| ➤ Compassion | ➤ Respect for Diversity |

These shared values are encompassed in the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation - can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system:

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social service systems.
- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service integration and a seamless service delivery system.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, safety and survival, economic well-being, social and emotional well-being, and education and workforce readiness.

The County, its clients, contracting partners, and the community are working together to develop practical ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strengths-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team - staff and volunteers - will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name
- Listen carefully and patiently to customers
- Be responsive to cultural and linguistic needs
- Explain procedures clearly
- Build on the strengths of families and communities

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly as possible
- Provide clear directions and service information
- Outreach to the community and promote available services
- Involve families in service plan development
- Followup to ensure appropriate delivery of services

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment
- Ensure a professional atmosphere
- Display vision, mission, and values statements
- Provide a clean and comfortable waiting area
- Ensure privacy
- Post complaint and appeals procedures

The basis for all County health and human services contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK AND TECHNICAL EXHIBITS

1.0 GENERAL

1.1 Scope of Work

- 1.1.1 CONTRACTOR shall make available no less than 115 beds in single occupancy rooms each day for the exclusive use of homeless General Relief (GR) participants in a safe and clean emergency shelter.
- 1.1.2 To achieve the occupancy level of at least 115 homeless GR participants housed each night, CONTRACTOR shall each morning (no later than 9:00 a.m.) and each afternoon (no later than 2:00 p.m.), Monday through Friday, request a pre-determined or revised number of referrals from DPSS Vendor Voucher Unit. The methodology to be used each morning to determine the projected number of shows/registrants needed daily to reach the 115 ending occupancy is as follows:
 - 1.1.2.1 Determine the actual number of vacancies (the difference between 115 and the beginning occupancy figure); and
 - 1.1.2.2 Determine the projected number of homeless GR participants who are going to show and register (this number should be the sum of the number of vacancies and the number of early check-outs for that day); and
 - 1.1.2.3 Determine the percentage of shows monthly. (Effective on the Contract start date, the percentage of shows will be based on the average show rate for the preceding three-month period); and
 - 1.1.2.4 Divide the projected number of shows by the average show rate as specified in Subparagraph 1.1.2.3 above.

Example 40 Beds (Based on 65% Average Show Rate):

! Beginning Occupancy		25
Number of Vacancies (Morning)	15	
Number of Early Check-Outs (Afternoon)	5	
! Plus the Projected Number of Shows		20
! Minus the Number of Early Check-Outs		5
! Ending Occupancy		40

- 1.1.3 Based on the example cited above, CONTRACTOR shall request a minimum of 31 (40 minus beginning occupancy plus number of early check-outs divided by .65 equals 40) referrals from DPSS Vendor Voucher Unit the morning of the effective date of the Contract. CONTRACTOR shall follow the above methodology during the term of this Contract.
- 1.1.4 Homeless GR participants will normally be authorized by DPSS to stay at the shelter for a period of one (1) to up to fourteen (14) days. An authorization may be renewed by DPSS for additional periods or may be canceled verbally and in writing at any time during a stay.

1.2 **Key COUNTY Personnel**

1.2.1 **COUNTY Contract Administrator (CCA)**

- 1.2.1.1 CCA or alternate has full authority to monitor CONTRACTOR's performance in the daily operation of this Contract.
- 1.2.1.2 CCA shall provide direction to CONTRACTOR in areas relating to policy, information and procedural requirements.
- 1.2.1.3 CCA shall negotiate with CONTRACTOR changes in service requirements according to Part V, Paragraph 5.0, Changes and Amendments of Terms.
- 1.2.1.4 CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate COUNTY in any way whatsoever.
- 1.2.1.5 COUNTY will inform CONTRACTOR of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.
- 1.2.1.6 All work performed by CONTRACTOR, under this Contract and any Change Notice, must be approved in writing by CCA.

1.2.2 **Quality Assurance Evaluator (QAE)**

- 1.2.2.1 QAE shall monitor CONTRACTOR's performance under this Contract as outlined in Attachment A, Section 7.0, Contract Monitoring Procedures and report his/her findings to CCA.
- 1.2.2.2 QAE is not authorized to make any changes in the terms and conditions of this Contract, and is not authorized to obligate COUNTY in any way.

1.2.2 **Quality Assurance Evaluator (QAE)** (Continued)

- 1.2.2.3 COUNTY will inform CONTRACTOR of the name, address and telephone number of the QAE at the time the Contract is awarded, and at any time thereafter a change of QAE is made.

1.3 **Key CONTRACTOR Personnel**

COUNTY may screen CONTRACTOR employees, current and prospective to ensure that an employee receiving public assistance, residing with or related to a public assistance recipient is not assigned to a function that may present a conflict of interest for COUNTY.

1.3.1 **Contract Manager (CM)**

- 1.3.1.1 CONTRACTOR shall provide a CM and alternate who will act as liaison with COUNTY and be responsible for the overall management and coordination of this Contract at the time the Contract is awarded, and at any time thereafter a change of CM is made.
- 1.3.1.2 CM or alternate shall have full authority to act for CONTRACTOR on all Contract matters relating to the daily operation of this Contract.
- 1.3.1.3 CM or alternate shall be available between 8:00 a.m. and 5:00 p.m., Monday through Friday except COUNTY holidays.
- 1.3.1.4 CM or alternate must be able to attend meetings as needed, communicate by telephone and by written correspondence.

1.3.2 **Other CONTRACTOR Staff**

- 1.3.2.1 All staff who have direct contact with COUNTY personnel or who are responsible for serving the homeless GR participants referred for shelter (e.g., desk clerks) must be able to read, write, speak and understand English. Personnel such as housekeepers are not required to meet this requirement.
- 1.3.2.2 CONTRACTOR is required to have bilingual staff, including Spanish-speaking personnel.
- 1.3.2.3 All personnel shall be qualified in accordance with all federal, State, COUNTY and local laws, ordinances, regulations and requirements applicable hereto.

1.4 Quality Control Program

CONTRACTOR shall establish and maintain a comprehensive Quality Control Program to assure the requirements of this Contract are provided as specified. CONTRACTOR's Quality Control Program must be provided to the COUNTY Contract Administrator (CCA) on the Contract start date and as changes occur. The Program shall include, but not be limited to, the following:

- 1.4.1 An in-house inspection system covering all the services listed in this Attachment A, Section 5.0, Specific Tasks. It must specify the activities to be monitored on either a scheduled or unscheduled basis, frequency of monitoring, samples of forms to be used in monitoring, and the title/level of the individual(s) performing the monitoring functions.
- 1.4.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 1.4.3 A record of all inspections conducted by CONTRACTOR, the corrective action taken, the time a problem is first identified, a clear description of the problem, and the time elapsed between identification and completed corrective action which shall be provided to CCA upon request.
- 1.4.4 The method for continuing to assure services to DPSS in the event of a strike by CONTRACTOR's employees.

1.5 Quality Assurance

- 1.5.1 DPSS will monitor CONTRACTOR's performance under this Contract as outlined in Attachment A, Section 7.0, Contract Monitoring Procedures, hereunder.
- 1.5.2 Performance Evaluation Meetings shall be held jointly by DPSS and the Contract Manager as often as deemed necessary by the CCA. However, if a Contract Discrepancy Report (Paragraph 1.5.3 below) is issued, a meeting shall be held within five (5) business days, as mutually agreed, to discuss the problem.
- 1.5.3 Contract Discrepancy Report (CDR)
 - 1.5.3.1 Verbal notification of a Contract discrepancy will be made to the Contract Manager (CM) or designee as soon as possible whenever a Contract discrepancy is identified. The problem shall be resolved by the CM within a reasonable time period.
 - 1.5.3.2 The CCA will determine whether a formal CDR shall be issued (see Section 8.0, Technical Exhibit 8.4).

1.5.3 Contract Discrepancy Report (CDR) (Continued)

1.5.3.3 If a CDR is issued, it will be mailed or faxed to the CM.

1.5.3.4 Upon receipt of the CDR, CONTRACTOR is required to respond in person and/or in writing to the CCA within five (5) business days, acknowledging the reported discrepancies or presenting contrary evidence, and presenting a program for preventing future discrepancies identified in the CDR within ten (10) business days.

1.5.4 The minutes of all Performance Evaluation Meetings shall be prepared by CCA and signed by CM and CCA. Should CM not concur with the minutes, he/she shall submit a written statement to CCA, within ten (10) business days from the date of receipt of the signed minutes. The CM's written statement shall be attached to the CCA's minutes and be a part thereof. Failure to do so shall result in the acceptance of the minutes as written. Should CCA disagree with CM's timely written response, the decision of CCA shall be final. Upon advance notice, either COUNTY or CONTRACTOR may make an auditory recording of the meeting.

1.6 Hours of Operation

1.6.1 CONTRACTOR's homeless shelter facility must be staffed twenty-four (24) hours per day, seven (7) days per week. Participants with bed reservations may be referred by DPSS Monday through Friday from **7:00 a.m. to 7:00 p.m.**

1.6.2 After 6:00 p.m., if the total number of occupants and bed reservations is less than 115 beds, the difference can be released to the public-at-large. Any beds released must be made available to the COUNTY the following day.

1.6.3 CCA will provide CONTRACTOR with a list of COUNTY recognized holidays at the time the Contract is awarded, and at any time thereafter the COUNTY approves holidays for COUNTY employees.

1.7 House Rules

CONTRACTOR may establish reasonable house rules for the facility. DPSS must approve all house rules before the Contract is put into effect and must approve all future changes before they are put into effect as set forth in Contract, Part VII, Paragraph 5.0, Changes and Amendments of Terms. CONTRACTOR's approved house rules are as follows:

1.7.1 No alcoholic beverages or any form of non-prescribed drug use allowed at any time. Security/Housing Personnel will investigate any suspicion of drug and/or alcohol misuse.

1.7 **House Rules** (Continued)

- 1.7.2 Intoxication (drunkenness) will not be tolerated in the building. If determined to be under the influence of alcohol or drugs, the resident will be evicted.
- 1.7.3 Security may inspect all bags and packages brought into the building.
- 1.7.4 Any form of violence will not be permitted, and is cause for immediate eviction, and possible criminal complaint.
- 1.7.5 Abusive language, physical threats, etc., directed towards staff or other participants is cause for eviction.
- 1.7.6 Damaging or defacing any room or the building in any way is cause for immediate eviction, and possible criminal complaint.
- 1.7.7 Playing of radios and televisions loudly is not permitted.
- 1.7.8 There is no loitering (hanging around) anywhere in the building.
- 1.7.9 **NO WEAPONS** of any kind (guns, buck knives, iron rods, etc.) will be permitted or worn within the building at any time. Violators will have their items confiscated and turned in to the Police Department. Residents will be evicted.
- 1.7.10 No one will be permitted entrance into the building between 1:00 a.m. and 7:00 a.m.
- 1.7.11 No hot plates (cooking) or other forms of cooking utensils allowed.
- 1.7.12 No smoking in elevators, in hallways, or in nonsmoking areas of dining rooms.
- 1.7.13 Visitors allowed only in the waiting area.
- 1.7.14 Lounge areas close at 11:00 p.m.
- 1.7.15 The Single Room Occupancy Housing Corporation staff is not responsible for lost, damaged or stolen personal property.
- 1.7.16 Residents must be appropriately dressed whenever going anywhere in the building (i.e., No Bare Feet).
- 1.7.17 No urinating or throwing of personal items out the window.
- 1.7.18 No pets.

1.7.19 All DPSS vouchers must be signed before **9:30 a.m.**

1.7 **House Rules** (Continued)

1.7.20 Check out time for all residents is **9:30 a.m.** Please remove all belongings from the room, or they will be removed and stored by the staff at the resident's own risk.

1.7.21 For residents not signing Housing Vouchers before **9:30 a.m.**, their rooms can be plugged by 10:00 a.m. All belongings in the room will be PACKED OUT and stored at the resident's own risk.

1.7.22 Two pluggings of rooms and PACK OUTS can be cause for eviction.

1.7.23 When checking out: (a) Remove all belongings and (b) Turn in key and pass to receptionist.

1.7.24 The Mezzanine, and any designated program floor are RESTRICTED AREAS and considered to be OUT OF BOUNDS. DO NOT enter these floors without proper authorization. Anyone caught breaking this House Rule can be dismissed from these premises.

2.0 **GENERAL DEFINITIONS**

2.1 **Available Beds**

One Hundred Fifteen (115) minus the number of occupied beds equals the number of beds available each morning to DPSS.

2.2 **Contract Discrepancy Report (CDR)**

The report used by the CCA to formally notify CONTRACTOR of discrepancies or problems with CONTRACTOR performance. The CONTRACTOR is required to respond to all CDRs.

2.3 **Department of Public Social Services**

The COUNTY department responsible for providing social and financial services to eligible persons.

2.4 **General Relief**

The COUNTY operated public assistance program for COUNTY indigents, who are not in receipt of State or federal assistance programs.

2.5 **Exclusive Use Beds**

One Hundred Fifteen (115) beds held by the CONTRACTOR for the sole use by

DPSS-referred participants. These beds may not be given to anyone else at any time except as specified in subsection 1.6.2 above.

3.0 COUNTY FURNISHED ITEMS

3.1 PA 262, "Confirmation of Canceled Vendor Services"

COUNTY will, when appropriate, provide the CONTRACTOR with a confirming notification (PA 262) of prior telephone cancellation of any remaining voucher nights prior to the expiration date of the original ABP295.

3.2 ABP 295, "Meals and/or Lodging Order and Invoice"

COUNTY will provide the homeless GR participant with a referral voucher (ABP 295) indicating the participant's name, case number, DPSS district office, and the number of days the participant is eligible for shelter.

3.3 ABP 479, "Voucher Notice"

COUNTY will provide each person referred for shelter with a VOUCHER NOTICE (ABP 479). The Notice provides explicit instructions to the applicant/participant to not sign the ABP 295 in advance, and to sign only in pen. It also lists problems affecting room or hotel/shelter and notifies referred participants that if they have problems with the room or hotel they should call 1-800-255-0905. If problems pose a danger to their health or safety, they may be entitled to get a different room or to get a new DPSS voucher for a different hotel/shelter.

3.4 PA 607, "Complaint of Discriminatory Treatment"

COUNTY will provide CONTRACTOR with an initial supply of complaint forms (PA 607s). CONTRACTOR shall give the PA 607 to the homeless GR participant in the event that he or she complains to the CONTRACTOR about any alleged discriminatory treatment by CONTRACTOR.

4.0 CONTRACTOR FURNISHED ITEMS

CONTRACTOR shall provide all personnel, facilities, furniture, equipment, utilities, supplies, and materials necessary to meet the Contract requirements.

5.0 SPECIFIC TASKS

5.1 Receive and Process Referred Homeless GR Participant

CONTRACTOR is responsible for receiving and processing the homeless GR participant referred to CONTRACTOR by DPSS.

5.1.1 Each morning selected DPSS staff shall call CONTRACTOR to

ascertain if there are vacancies. CONTRACTOR shall report as vacant all rooms unoccupied the night before and all rooms of those participants whose vouchers expire that morning. (See also subsection 5.7.6, hereunder.)

5.0 SPECIFIC TASKS

5.1 Receive and Process Referred Homeless GR Participant (Continued)

- 5.1.2 If there are vacancies, the DPSS Eligibility Worker shall refer eligible homeless GR participants with an ABP 295 voucher to CONTRACTOR. The referred individual shall provide CONTRACTOR with an ABP 295 voucher indicating the participant's name, case number, DPSS district office, and number of days participant is eligible for shelter.
- 5.1.3 CONTRACTOR shall provide the referred participant with emergency shelter **and shall keep the white and pink copies of the ABP 295 voucher intact during the referred participant's stay so as to maintain records of occupancy.**
- 5.1.4 CONTRACTOR shall comply with all applicable laws regarding nondiscrimination (See Contract Part VII., Paragraph 7.0, Civil Rights). CONTRACTOR shall not refuse services without good cause to any participant. Good cause shall be defined as:
 - 5.1.4.1 Drunk or disorderly conduct.
 - 5.1.4.2 Behavior that could cause injury to self, other persons or to property.
 - 5.1.4.3 Conduct that infringes upon the rights of others.
 - 5.1.4.4 Failure to follow House Rules.
 - 5.1.4.5 Participants who have a history of misconduct as defined above.
- 5.1.5 If appropriate, the DPSS Eligibility Worker will extend the participant's stay at the facility. Also, the Eligibility Worker will cancel the participant's authorization to stay, if the participant becomes ineligible to GR at any point.
- 5.1.6 CONTRACTOR will have the participant read/or will read to the participant the House Rules and **obtain participant's signature** that he/she understands and will follow the rules.
- 5.1.7 CONTRACTOR will issue an identification card, for which the participant

will use for entry into the building.

5.0 SPECIFIC TASKS

5.2 Adhere to Minimum Emergency Housing Standards

- 5.2.1 CONTRACTOR shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of, any room or rooms in which COUNTY Department of Health Services (DHS) has found any of the following conditions to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions. Violation of any of the following requires immediate closing or repair of the affected room or rooms.
 - 5.2.1.1 Infestation of insects or rodents.
 - 5.2.1.2 Gross structural damage or general dilapidation.
 - 5.2.1.3 Lack of adequate, operational plumbing facilities including provision of at least the minimum number of operational toilets and bathing facilities required by law.
 - 5.2.1.4 Lack of hot or cold water, gas or electricity, except for emergency disruptions of service beyond the control of the management which last for one day or less.
 - 5.2.1.5 Unclean or unsanitary rooms or public areas, including, but not limited to, kitchens, toilets, bathtubs, shower stalls and hallways.
 - 5.2.1.6 Large accumulations of rubbish, debris or trash upon the premises.
 - 5.2.1.7 Lack of adequate heating. Adequate heat is defined as 70 degrees F to 80 degrees F measured three feet above the floor, 24 hours a day if centrally controlled, or capable of providing 70 degrees F to each room, if the occupant wants heat, 24 hours a day if individually controlled. This heating standard is applicable October 1 - May 31 of each year.
- 5.2.2 All voucher rooms and public areas serving said rooms shall be in compliance with the following standards, and no voucher recipient shall be placed in or continue to occupy a room or rooms not meeting, or affected by the failure to meet, said standards.
 - 5.2.2.1 The facility shall be in compliance with current fire codes.
 - 5.2.2.2 Lighting in all rooms, hallways and public areas shall be adequate to provide clear visibility throughout all such rooms, hallways and public areas.

5.0 SPECIFIC TASKS

5.2 Adhere to Minimum Emergency Housing Standards (Continued)

- 5.2.2.3 In rooms with public bathrooms, all wash basins, toilets, bathtubs and shower stalls shall be operable, reasonably clean and sanitary.
- 5.2.2.4 All communal bathrooms shall have toilet stalls and bathing facilities that can be locked from the inside or such bathrooms shall themselves be able to be locked from the inside.
- 5.2.2.5 Each private room shall have a door lock operable from both inside and outside the room, and a key; each window in the room shall be unbroken, and all movable windows shall be able to be opened and to be secured.
- 5.2.2.6 Each participant shall have the only key to his or her room except for the master key(s) or one set of authorized duplicate keys kept in the custody of management; if multiple or unauthorized duplicate keys are found to exist, the lock must be re-keyed.
- 5.2.2.7 Each room shall contain a bed and a place in which to store clothing, both in good repair.
- 5.2.2.8 On arrival at the facility, each voucher recipient shall receive freshly laundered, untorn bed linen, a freshly laundered towel, and his or her room shall contain a mattress and pillow which are dry, clean and untorn.
- 5.2.2.9 All voucher recipients shall be supplied with adequate toilet tissue and soap at check-in and shall be supplied with additional toilet tissue and soap upon reasonable demand.
- 5.2.2.10 All flooring shall be maintained in a safe condition.
- 5.2.2.11 Necessary security and supervision shall be supplied within the facility reasonably to maintain occupant safety and prevent vandalism, which shall include 24 hour security coverage and hourly patrols of building and grounds, immediate response to an alert and television monitoring of stairwells.

5.2 **Adhere to Minimum Emergency Housing Standards** (Continued)

- 5.2.2.12 CONTRACTOR must promptly move a voucher recipient to a room not in violation of the above standards if the room in which the voucher recipient has been placed is in violation of any of the above standards and the voucher recipient requests another room. DPSS shall not pay CONTRACTOR for any and all rooms that do not meet the above standards.
- 5.2.2.13 CONTRACTOR shall provide separate sleeping areas for males and for females.
- 5.2.3 CONTRACTOR shall perform the following services. Failure to meet the following standards may lead to closure of rooms, floors or facility.
 - 5.2.3.1 Furniture shall be clean and kept in good repair.
 - 5.2.3.2 Weekly maid services shall be provided for each room and for all corridors and public areas.
 - 5.2.3.3 Bedding shall be replaced at least once a week with freshly laundered, untorn linen. The linen shall include at least two sheets and a pillow case. The necessary number of blankets shall be supplied, depending upon the weather and the heating available in each room.
 - 5.2.3.4 Freshly laundered towels shall be provided twice a week.
 - 5.2.3.5 Mattresses and pillows shall be checked to ensure that they are dry at the time that maid service is provided.
 - 5.2.3.6 All windows shall be equipped with shades, curtains, drapes or frosted glass; screens shall be provided on the first three floors of multi-story buildings.
- 5.2.4 CONTRACTOR shall be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes and Los Angeles COUNTY (and/or City) public health ordinances and regulations.
- 5.2.5 CONTRACTOR shall have publicly posted, at all times, an English and Spanish copy of the Voucher Notice (ABP479).
- 5.2.6 Willful and/or repeated violations of any of the above shall constitute a material breach of Contract upon which COUNTY may terminate or suspend this Contract.

5.3 Comply with Building and Safety Codes and Fire Codes

CONTRACTOR must adhere to all Building and Safety Codes and Fire Codes. Conditions which constitute a danger or which make the premises unhealthy for human habitation and which fall into the areas inspected by the Fire Department or by Building and Safety Department include, but are not limited to, the following:

5.3.1 Building and Safety

- 5.3.1.1 Inadequate weatherproofing for ceilings and walls, if habitability is immediately affected thereby.
- 5.3.1.2 Broken windows or presence of broken glass within sleeping rooms or in public areas.
- 5.3.1.3 Cracks or holes in interior walls of one inch in diameter or greater.
- 5.3.1.4 Plumbing facilities which are malfunctioning in such a way as to threaten health of occupants.
- 5.3.1.5 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.3.2 Fire

- 5.3.2.1 Inoperable or absent fire escapes.
- 5.3.2.2 Inoperable or absent fire extinguishers.
- 5.3.2.3 Inoperable or absent fire hoses.
- 5.3.2.4 Lack of either a functioning fire alarm system or a system of smoke detectors, at least 80% of which are operational.
- 5.3.2.5 Where automatic door closers are utilized on stairwell doors, such door closers shall be operational.
- 5.3.2.6 Any other condition designated by the enforcing agency as dangerous or unhealthy for human habitation.

5.4 Laundry Facilities

CONTRACTOR shall provide adequate laundry facilities. The shelter's laundry facilities shall be composed of one washer and one dryer on each housing floor.

5.5 Ancillary Services

COUNTY does not require CONTRACTOR to provide any service except shelter as outlined in subsections 5.1 through 5.4. above. CONTRACTOR is encouraged to provide other services. Some of the possible services which might be included are counseling, transportation, clothing distribution, information and/or referral services.

- 5.5.1 Any ancillary service offered by CONTRACTOR shall be voluntary as to participant participation.
- 5.5.2 COUNTY shall not pay CONTRACTOR for any service CONTRACTOR provides except for shelter as outlined in subsections 5.1 through 5.4 above.

5.6 Record Keeping

CONTRACTOR will have to maintain complete and accurate records of occupancy. This data will be subject to audit by the COUNTY.

- 5.6.1 In processing and maintaining DPSS vouchers/invoices (ABP 295s), the CONTRACTOR shall:
 - 5.6.1.1 Examine all ABP 295s before providing services to ensure that the number of days, the time period covered, the rate, and the total amount authorized are consistent.
 - 5.6.1.2 Ensure the Voucher Notice (ABP 479) is retained by the applicant/participant.
 - 5.6.1.3 Ensure that participants sign in pen each ABP 295 and that there has been no alteration of name, date or amount. Vouchers completed in pencil will be rejected.
 - 5.6.1.4 Have the authority to refuse to accept irregular ABP 295s. Participants shall be advised to return to the district office of issuance in case of any irregularity.
 - 5.6.1.5 Require participants to sign in pen their names and room numbers on the vouchers **daily** as the services are rendered. CONTRACTOR shall enter the date. Participant shall sign every twenty-four (24) hours **no later than 9:30 a.m. preceding each night's housing.**

All unsigned vouchers found by a DPSS monitor after 9:30 a.m. for the previous day will be marked "*unsigned*." If these unsigned vouchers result in an occupancy less than 115 shelter beds for the day being monitored, COUNTY will reduce a future month's payment by the existing payment rate for each voucher marked "unsigned" by the monitor.

5.6 **Record Keeping** (Continued)

If the COUNTY finds that the CONTRACTOR violated this requirement, CONTRACTOR may be liable for any damage to the COUNTY as defined in Contract Part VII, Further Terms and Conditions, Paragraph 38.0, Liquidated Damages.

- 5.6.1.6 Have responsibility for comparing participant's signatures on the ABP 295 to ensure that participant is the same person who signed in the district office.
- 5.6.1.7 Ensure that each ABP 295 reflects the total number of nights the participant was housed.
- 5.6.1.8 Agree that no one other than CONTRACTOR or designee may sign as CONTRACTOR on the ABP 295s.
- 5.6.1.9 Agree not to exchange ABP 295s for cash or other remuneration.
- 5.6.1.10 Not transfer ABP 295s from one participant to another, from one vendor/CONTRACTOR to another, or from one facility to another owned by the same vendor/CONTRACTOR.
- 5.6.1.11 Understand that failure to follow any of the above provisions may result in denial of payment, suspension and, in some instances, criminal prosecution.
- 5.6.1.12 Ensure that all new employees are properly trained for their job, including handling the above requirements.
- 5.6.2 A reservation/cancellation log to record telephone reservations/cancellations from DPSS staff.
- 5.6.3 An incident log that includes records of all acts of violence/reports on any damage done by participants.
- 5.6.4 Records on any rejected referral and reason for rejection.
- 5.6.5 A log of all occupants who leave prior to their authorized stay.

5.7 Reports

CONTRACTOR shall submit all reports requested by COUNTY by the established report date.

- 5.7.1 CONTRACTOR shall prepare monthly reports and invoice using the "Occupancy Referral Report," "Shelter Occupancy Report," and "Invoice for Advance Payment" forms for all charges owed to CONTRACTOR by COUNTY under the terms of this Contract. CONTRACTOR shall submit these forms as set forth in Technical Exhibits 8.1, 8.2, and 8.3 hereunder.
- 5.7.2 When participants leave prior to their authorized stay, or when DPSS terminates a participant's stay for any reason, CONTRACTOR shall count the individual's bed as vacant when designated DPSS staff (Vendor Control Unit) inquire as to vacancies.
- 5.7.3 When CONTRACTOR refuses services with good cause to any participant for one of the reasons listed in Subsection 5.1.4 above, CONTRACTOR shall not include that individual in CONTRACTOR's occupancy count.
- 5.7.4 When CONTRACTOR is forced to ask an individual to leave the facility for one of the reasons listed in Paragraph 5.1.4 above, CONTRACTOR shall include the individual for that calendar day in the monthly report, but shall not include the individual in any subsequent day's occupancy figure.
- 5.7.5 CONTRACTOR shall continue to notify the designated DPSS staff (Vendor Control Unit) the next COUNTY work day, whenever the shelter's occupancy falls **below** the 115 Contract shelter bed level.
- 5.7.6 When necessary, designated DPSS staff (Vendor Control Unit) will require CONTRACTOR to provide daily counts of beginning/ending occupancy levels, number of vacancies, number of referrals, and number of shows.

6.0 REGULATIONS

Regulations and statutes applicable to the Statement of Work and Technical Exhibits in this Contract include, but are not limited to, those listed below.

- 6.1 Section 17000 W&I Code of the State of California mandates each COUNTY to have a General Relief Program.
- 6.2 Section 10850 et seq. and 17006 W&I Code of the State of California mandates case records and information confidentiality.
- 6.3 Section 17920 et seq. Health and Safety Code of the State of California provides for regulation of buildings used for human habitation.

6.0 REGULATIONS (Continued)

6.4 Section 1205 Uniform Building Code of the State of California provides sanitation requirements for buildings and dwelling units.

6.5 Chapter 11.20 Los Angeles COUNTY Public Health Code provides housing requirements.

7.0 CONTRACT MONITORING PROCEDURES

7.1 DPSS will monitor performance under Contract by visiting the shelter facility. Visits may be announced or unannounced. During such visits DPSS staff reserves the right to inspect the premises for cleanliness and safety. Discussion may be held with facility staff and residents regarding services provided.

7.2 DPSS reserves the right to bring in the services of consultants as DPSS deems necessary.

7.3 CONTRACTOR's performance shall be inspected by DPSS at least once a month.

7.4 Complaints against a CONTRACTOR shall be investigated by DPSS within three (3) COUNTY work days from the date the complaint is received.

7.5 DPSS may cause, when necessary, appropriate inspection by other governmental agencies to ensure code compliance.

7.6 The results of DPSS' investigation and a referral, when appropriate, shall be sent to the Los Angeles COUNTY Department of Health Services.

7.7 Monitoring will include the review of CONTRACTOR's records, vouchers and logs and any discussions with appropriate staff about record keeping and retention.

7.8 A minimum of two (2) rooms may be randomly selected for inspection at the time of the regular inspection.

7.9 Special emphasis shall be given to roaches, rats, stopped up plumbing, broken windows, and dirty unsanitary restrooms.

7.10 Violations of inspection standards require corrective action.

7.11 No additional DPSS inspection shall be made when a facility has been cited by the Department of Health Services (DHS). DHS will determine if the violations cited warrant immediate action halting all referrals of participants to the facility and ceasing of further payments to CONTRACTOR.

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TECHNICAL EXHIBITS

TECHNICAL EXHIBIT

PERFORMANCE REQUIREMENTS SUMMARY

T1.1 INTRODUCTION

This technical exhibit lists the required services which will be monitored by the COUNTY during the term of this Agreement. It indicates the required services, the Standards for performance, maximum deviation from Standard before service will be determined to be unsatisfactory, the COUNTY's preferred method of monitoring, and deduction which may be made from Contract payment if the service is not satisfactorily provided.

All listings of "required service" or "Standard" used in this Performance Requirements Summary are intended to be completely consistent with the main body of this Agreement and Attachments, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the main body of this Agreement and Attachments. In any case of apparent inconsistency between required services or Standards as stated in the main body and Attachments this Performance Requirements Summary, the meaning apparent in the main body and Attachments will prevail. If any required service or Standard seems to be created in this Performance Requirements Summary which is not clearly and forthrightly set forth in the main body or Attachments, that apparent required service or Standard will be null and void and place no requirement on CONTRACTOR and will not be the basis of the assignment of any points.

Because the provision of services to General Relief applicant/participants is critical to the mission of DPSS, the COUNTY expects a high Standard of CONTRACTOR performance. DPSS will work with the CONTRACTOR to resolve any areas of difficulty brought to the attention of the CCA by CONTRACTOR before the allowable deviation from acceptable Standard should occur. However, it is the CONTRACTOR's responsibility to provide the services set forth in the Statement of Work, and summarized in the Performance Requirements Summary.

T1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and:

1. Defines the Standard of performance for each required service (Column 1 of chart).
2. Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the COUNTY assesses liquidated damages (Column 2 of chart).

3. Shows the penalties/fees to be assessed for exceeding the AQL, for each listed Contract requirement. (Column 3 of chart). These may serve as baseline for assessing liquidated damages.

T1.3 QUALITY ASSURANCE

Monthly, the CONTRACTOR's performance will be compared to this Agreement's Standards and acceptable quality levels (AQL's) using the Quality Assurance Monitoring Plan (QAMP).

The COUNTY may use a variety of inspection methods to evaluate the CONTRACTOR's performance. The methods of monitoring that may be used are:

1. Random sampling [For random sample tables/methods to be used, refer to book entitled "Handbook of Sampling for Auditing and Accounting" (second edition) by Herbert Arkin.].
2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of CONTRACTOR performance.
3. Review of reports and files.
4. Applicant/participant Satisfaction Questionnaires.
5. On-site evaluations.

T1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a Required Service is considered acceptable when the number of discrepancies found during Contract monitoring procedures does not exceed the number of discrepancies allowed by the AQL. When the performance is unacceptable, the CONTRACTOR shall be required to respond within ten (10) business days, to a Contract Discrepancy Report (CDR). The CDR will require the CONTRACTOR to explain in writing the reasons for such unacceptable performance, and how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented. The CCA will evaluate the CONTRACTOR's explanation and determine if any financial penalties will be assessed. The CDR is at the end of this exhibit as Technical Exhibit 8.4.

3. Shows the penalties/fees to be assessed for exceeding the AQL, for each listed Contract requirement. (Column 3 of chart). These may serve as baseline for assessing liquidated damages.

T1.3 QUALITY ASSURANCE

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2. One hundred percent inspection of items, such as reports and invoices, on a periodic basis as determined necessary to assure a sufficient evaluation of CONTRACTOR performance.
3. Review of reports and files.
4. Applicant/participant Satisfaction Questionnaires.
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T1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unsatisfactory service and assessment of penalties/fees, CONTRACTOR must, within ten (10) work days, remedy any and all defects in the provision of CONTRACTOR's services and, as deemed necessary by the CCA, perform such services again at an acceptable level.

T1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When the CONTRACTOR performance does not conform with the requirements of this Agreement, the COUNTY will have the option to apply the following nonperformance remedies:

1. Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
2. Reduce payment to CONTRACTOR by a computed amount based on the penalty fee(s) in the Performance Requirements Summary Chart.
3. Reduce, suspend or cancel this Agreement for systematic, deliberate misrepresentations or unacceptable levels of performance.
4. Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) work days shall constitute authorization for the COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR's failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR's future invoice.

This section does not preclude the COUNTY's right to terminate any resultant Contract upon thirty (30) days written notice with or without cause, as provided for in Section 54.0, Termination for Convenience of the COUNTY.

PERFORMANCE REQUIREMENTS SUMMARY CHART

REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) %	PENALTY/FEE
1.0	CONTRACTOR shall make available at least 115 shelter beds each day for the exclusive use of homeless GR participants in a safe and clean emergency shelter.	0.0	\$100 per each occurrence of a requirement not met
1.4	CONTRACTOR shall submit all requested reports by established due date.	0.0	\$25 per each occurrence
1.3	All personnel shall be qualified in accordance with all federal, State, COUNTY and local laws, ordinances, regulations and requirements applicable hereto.	0.0	\$50 per each occurrence of requirement not met
1.6	CONTRACTOR's homeless shelter facility must be staffed twenty-four (24) hours per day, seven (7) days per week. Participants with bed reservations may be referred by DPSS Monday through Friday from 7:00 a.m. to 7:00 p.m.	0.0	\$50 per each occurrence of a requirement not met
5.2	CONTRACTOR shall allow no voucher recipient to be placed in, or be allowed to continue occupancy of, any room or rooms in which COUNTY Department of Health Services (DHS) has found any conditions to exist or to have existed when a voucher recipient occupied said room(s), or in any room or rooms affected by such conditions.	0.0	\$100 per each occurrence of a requirement not met
5.2.4	CONTRACTOR shall be in compliance with the Public Health Code, the State Housing Law, all applicable building and safety codes and Los Angeles COUNTY (and/or City) public health ordinances and regulations.	0.0	\$50 per each occurrence of requirement not met

REFERENCE	SERVICE	ACCEPTABLE QUALITY LEVEL (AQL) %	PENALTY/FEE
5.3	CONTRACTOR must adhere to all Building and Safety Codes and Fire Codes.	0.0	\$50 per each occurrence of a requirement not met
5.2.5	CONTRACTOR shall have publicly posted, at all times, an English and Spanish copy of all required posters.	0.0	\$25 per each occurrence of requirement not met
5.4	CONTRACTOR shall provide adequate laundry facilities. The shelter's laundry facilities shall be composed of one washer and one dryer on each housing floor.	5.0	\$25 per each occurrence of a requirement not met
5.6.1	Require participants to sign in pen their names and room numbers on the vouchers daily as the services are rendered. CONTRACTOR shall enter the date. Participant shall sign every twenty-four (24) hours no later than 9:30 a.m. preceding each night's housing.	0.0	\$100 per each occurrence of a requirement not met
5.6.2	A reservation/cancellation log to record telephone reservations/ cancellations from DPSS staff.	0.0	\$100 per each occurrence
5.6.3	An incident log that includes records of all acts of violence/reports on any damage done by participants.	5.0	\$25 per each occurrence
5.6.4	Records on any rejected referral and reason for rejection		
5.6.5	A log of all occupants who leave prior to their authorized stay.	5.0	\$25 per each occurrence of a requirement not met

Technical Exhibit 8.1

OCCUPANCY REFERRAL REPORT FORM

8.1 **Instructions**

8.1.1 At the start of the report month, Contractor shall initiate the Occupancy Referral Report (Exhibit 8.1 attached) as follows:

1. Enter Contractor's name and report month/year.
2. Each day Contractor must enter the required information:
 - a. **Beginning Occupancy:** The number of homeless GR participants residing in the facility who have a valid voucher (not due to expire) for that day.
 - b. **Number Vacant:** The number of vacancies (this number should equal the number of exclusive use rooms (or shelter beds) *minus* the beginning occupancy).
 - c. **Number of Referrals Requested:** The number requested from DPSS Vendor Voucher Unit per the methodology outlined in subsection 1.1.2 of the Statement of Work.
 - d. **Number of Referrals Received:** The number of DPSS referrals made that day (this includes telephone reservations on new or renewed vouchers).
 - e. **Number Showed:** The number of persons referred by DPSS who showed up at the facility to claim their room (or bed).
 - f. **Number Early Check-Outs:** Those voucher recipients who checked out before their voucher expired and thereby created vacancies. This includes those persons who did not sign their voucher by the shelter's deadline.
 - g. **Ending Occupancy:** *a plus e minus f equals g.*
3. At the end of the month, Contractor enters total for Column c, d, e and f of the Occupancy Referral Report.
4. COUNTY will request Contractor to provide daily occupancy figures by telephone whenever COUNTY deems appropriate. Figures for previous day must be available by 9:00 a.m. each day.

8.1.2 For **form distribution instructions** refer to subsection 8.3.2 hereunder.

OCCUPANCY REFERRAL REPORT

HOMELESS SHELTER SERVICES CONTRACT

CONTRACTOR _____

REPORT MONTH _____

DAY	a BEGINNING OCCUPANCY	b NUMBER VACANT	c NUMBER OF REFERRALS REQUESTED	d NUMBER OF REFERRALS RECEIVED	e NUMBER SHOWED	f NUMBER OF EARLY CHECK- OUTS	g ENDING OCCUPANCY (a + e - f = g)
1							
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
20							
21							
22							
23							
24							
25							
26							
27							
28							
29							
30							
31							
TOTAL							

Technical Exhibit 8.2

SHELTER OCCUPANCY REPORT FORM

8.2 Instructions

- 8.2.1 At the end of the report month, Contractor shall complete the Shelter Occupancy Report (Exhibit 8.2 attached) in **triplicate** as follows:
1. Enter Contractor's name.
 2. Enter report month and year.
 3. List all vouchers (APB 295s) received during the report month, in voucher number order and enter:
 - ! Voucher Number
 - ! Participant Name
 - ! DPSS Number
 - ! An "X" under each day participant was in residence.
 4. Use second, third page as necessary. Number each page "Page __ of __."
 5. Complete "Total Page" of the Shelter Occupancy Report and staple on top of Page 1.
- 8.2.2 For **form distribution instructions** refer to subsection 8.3.2 hereunder.

SHELTER OCCUPANCY REPORT

Total Page

CONTRACTOR _____

SERVICE MONTH _____

PAGE _____ OF _____

	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
TOTAL BEDS CLAIMED (From Sub- totals)																															

TECHNICAL EXHIBIT 8.3

PAYMENT REQUEST FORM

8.3 Instructions

8.3.1 At the end of the report month, Contractor shall complete the Payment Request Form (8.3) in **quadruplicate** as follows:

1. Enter Contractor's Name and Address to whom payment should be addressed.
2. Enter time period the payment is requested. This period should be no longer than one month.
3. Enter total number beds claimed. This number should match the number of beds claimed on the "Total Page" of the Monthly Shelter Occupancy Report.
4. Enter the charge per bed amount. This should be the payment rate agreed upon in the Contract.
5. Enter payment amount requested.
6. Authorized signature is that of the Contract Manager or designee as approved by DPSS Adult Services & Contract Management Division.
7. All payment requests should be submitted with the other monthly report forms as set forth in Section 8.3.2 hereunder.

8.3.2 Forms Distribution

Contractor shall submit the Payment Request Form (8.6) with the Occupancy Referral Report (8.1), Shelter Occupancy Report (8.2), and an original *Meals/Lodging Order and Invoice* (ABP 295) for each client for whom payment is requested **once** per month, no later than the 15th calendar day following the last day of the previous month, as follows:

1. Submit **Originals** to:

Department of Public Social Services
General Services Division
Special Payments Section - Vendor Payments Unit
P.O. Box 761369
Los Angeles, CA 90076-1369

TECHNICAL EXHIBIT 8.3
PAYMENT REQUEST FORM

8.3 Instructions (Cont.)

8.3.2 Forms Distribution (Cont.)

2. Submit **first** set of copies to:

Department of Public Social Services
Cash Programs Division
12820 Crossroads Parkway South
City of Industry, CA 91746-3411

Attention: Donna Keating, COUNTY Contract Administrator
Homeless Contract Shelters

3. Submit **second** set of copies to:

Department of Public Social Services
Management Information & Evaluation Section
12820 Crossroads Parkway South
City of Industry, CA 91746

Attention: Audit Liaison & Special Audit Section
Voucher Review Unit

4. Retain **third** set of copies in accordance with Part VII, Section 46.0, Records Retention and Inspection, of the Contract.

HOMELESS SHELTER SERVICES CONTRACT

PAYMENT REQUEST FORM

DATE: _____

CONTRACT NUMBER: _____

CONTRACTOR: _____

ADDRESS: _____

This is a payment request for beds occupied for the period

_____ through _____ as follows:
(MM/DD/YY)

(MM/DD/Y
Y)

- A. TOTAL NUMBER BEDS CLAIMED**
(Enter from Shelter Occupancy Report): \$ _____
- B. CHARGE PER BED:** \$24.00
- C. PAYMENT AMOUNT REQUESTED (A times B):** \$ _____

Authorized Signature

Date

Contractors Social Security or

(Rev 5/03)

CONTRACT DISCREPANCY REPORT

COUNTY EVALUATION OF CONTRACTOR RESPONSE:
COUNTY ACTIONS:
Contractor Notified of Action By: _____
Signature of COUNTY Contract Administrator
Date

Receipt Acknowledged By: _____
Contract Manager Date

ATTACHMENT B

GROUND

FOR

REJECTION

GROUND FOR REJECTION

Los Angeles COUNTY Administrative Code Section 2.180.010 "Certain Contracts Prohibited" sets forth, among other things, the following:

Notwithstanding any other section of this Code, COUNTY shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

- (a) Employees of the COUNTY or of public agencies for which the Board of Supervisors is the governing body;
- (b) Profit-making firms or businesses in which employees described in Subsection (a) above serve as officers, principals, partners or major shareholders;
- (c) Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (a) and who (1) were employed in positions of substantial responsibility in the area of service to be performed by the Contractor, or (2) participated in any way in developing the Contract or its service specification; and
- (d) Profit-making firms or businesses in which the former employees described in Subsection (c) serve as officers, principals, partners or major shareholders.

Contractor hereby certifies that personnel who developed and/or participated in the preparation of this Contract do not fall within scope of Code Section 2.180.010 as outlined above.

Name and Title of Signer

Signature

Date

ATTACHMENT C

BIDDER'S/OFFEROR'S EEO CERTIFICATION

**BIDDER'S/OFFEROR'S
EQUAL EMPLOYMENT OPPORTUNITY (EEO) CERTIFICATION**

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI of the Civil Rights Act of 1964, 42 USC, Sections 2000e through 2000e-17, Section 504 of the Rehabilitation Act of 1973, the Food Stamp Act of 1977, the Welfare and Institutions Code, Section 10000, California Department of Social Services Manual of Policies and Procedures Division 21, and the Americans with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all nondiscrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(Circle One)

- | | |
|---|--------|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in all phases of employment. | Yes No |
| 2. The bidder/offeror periodically conducts a self-analysis or utilization analysis of its work force. | Yes No |
| 3. The bidder/offeror has a system for determining if its employment practices are discriminatory against protected groups. | Yes No |
| 4. Where problem areas are identified in employment practices, the bidder/offeror has a system for taking reasonable corrective action to include establishment of goals or timetables. | Yes No |

Name and Title of Signer

Signature

Date

ATTACHMENT D

BIDDER'S/OFFEROR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

**BIDDER'S/OFFEROR'S
NONDISCRIMINATION IN SERVICES CERTIFICATION**

Bidder's/Offeror's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Subchapter VI and VII of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disabilities Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons served by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of physical or mental disability, marital status, political affiliation or sex and in compliance with all antidiscrimination laws of the United States of America and the State of California.

BIDDER'S/OFFEROR'S CERTIFICATION

(Circle One)

- | | |
|---|----------|
| 1. The bidder/offeror has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The bidder/offeror periodically monitors the equal provision of services and benefits to ensure nondiscrimination. | Yes No |
| 3. Where problem areas are identified in the equal provision of services and benefits, the bidder/offeror has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Name and Title of Signer

Signature

Date

ATTACHMENT E

CONTRACTOR EMPLOYEE

ACKNOWLEDGMENT

AND CONFIDENTIALITY

AGREEMENT

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

GENERAL INFORMATION

Your employer, _____, has entered into a Contract with the COUNTY of Los Angeles to provide various services to the COUNTY. Therefore, we need your signature on this employee acknowledgment and confidentiality agreement.

ACKNOWLEDGMENT OF EMPLOYER

- !** I understand that _____ is my sole employer for purposes of this employment.
- !** I rely exclusively upon _____ for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment for work performed under this Contract.
- !** I understand and agree that I am not an employee of Los Angeles COUNTY for any purposes and that I do not have and will not acquire any rights or benefits of any kind from the COUNTY of Los Angeles during the period of this employment.
- !** I understand and agree that I do not have and will not acquire any rights or benefits pursuant to any agreement between my employer, _____, and the COUNTY of Los Angeles. _____ **(Initial and date.)**

CONFIDENTIALITY AGREEMENT

*As an employee of _____, you will be involved with work pertaining to COUNTY services and if so, you may have access to confidential data pertaining to persons and/or other entities who receive services from the COUNTY of Los Angeles. The COUNTY of Los Angeles has a legal obligation to protect all confidential data, especially data concerning welfare recipient records. If you are to be involved in COUNTY work, the COUNTY must ensure that you, too, will protect the confidentiality of all data. Consequently, you must sign this confidentiality agreement as a condition of your work to be provided by _____ for the COUNTY. **Please read the agreement and take due time to consider it prior to signing.***

- !** I hereby agree that I will not divulge to any unauthorized person, data obtained while performing work pursuant to the Contract between _____ and the COUNTY of Los Angeles.
- !** I agree to forward all requests for the release of information received by me to my immediate supervisor.
- !** I agree to report any and all violations of the above by any other person and/or by myself to my immediate supervisor.

CONFIDENTIALITY AGREEMENT (Continued)

- ! I agree to return all confidential materials to my immediate supervisor upon termination of my employment with _____ or completion of the presently assigned work tasks, whichever occurs first.
- ! I acknowledge that violation of this agreement and acknowledgment may subject me to civil and/or criminal action and that the COUNTY of Los Angeles will seek all possible legal redress.
 _____ **(Initial and date.)**

CONFLICT OF INTEREST POLICY

I ACKNOWLEDGE MY RESPONSIBILITY TO REPORT MY EMPLOYMENT TO MY ELIGIBILITY WORKER OR SOCIAL WORKER, SHOULD I APPLY FOR, AM CURRENTLY, OR BECOME A RECIPIENT OF ANY PUBLIC ASSISTANCE OR SERVICES PROGRAM ADMINISTERED BY THE COUNTY OF LOS ANGELES.

These are some of the programs that are administered by the COUNTY of Los Angeles:

- " California Work Opportunity and Responsibility for Kids (CalWORKs)
- " Los Angeles COUNTY General Relief Program (GR)
- " California Medi-Cal Program (Medi-Cal)
- " Food Stamp Program (FS)
- " Social Services to Adults, Children and Families
- " Supervision to Children Placed in Foster Care
- " Cuban/Haitian Entrant Program (CHEP)
- " Refugee Resettlement Program (RRP)
- " Special Circumstances (SC)
- " Repatriate Program (Repat)

DURING THE TIME THAT I HAVE ACCESS TO PUBLIC ASSISTANCE RECORDS WHILE ACTING ON BEHALF OF MY EMPLOYER _____ I AGREE TO REPORT TO MY IMMEDIATE SUPERVISOR THAT I HAVE [WITHIN THE LAST THIRTY (30) DAYS] APPLIED FOR OR AM RECEIVING PUBLIC ASSISTANCE. IF I HAVE ACCESS TO MY OWN, MY RELATIVES' OR CLOSE FRIENDS' PUBLIC ASSISTANCE RECORDS, I WILL MAKE THIS KNOWN TO MY IMMEDIATE SUPERVISOR.

I understand that I am to report any of the following relationships and that the COUNTY will screen Contractor employees to ensure that reporting responsibilities are being met and that I shall have no access to my public assistance records or the records of any **friends, relatives, business relations, personal acquaintance, tenant, or any individual whose relationship could reasonably sway my conduct or performance on the job.** Access includes, but is not limited to, determining eligibility for public assistance, transmitting computer data, and physical possession of financial documents or fingerprint images and fingerprint documents.

_____ **(Initial and date.)**

CONFIDENTIALITY AGREEMENT (Continued)

*IT IS YOUR RESPONSIBILITY TO BE AWARE OF POSSIBLE CONFLICTS OF INTEREST AND TO IMMEDIATELY NOTIFY YOUR IMMEDIATE SUPERVISOR **IN WRITING** OF THE FACTS, SO THAT A DETERMINATION CAN BE MADE OF WHETHER OR NOT SUCH A CONFLICT EXISTS. YOUR REPORT WILL BE HELD IN CONFIDENCE.*

NAME: _____
(Signature)

DATE: _____

NAME: _____
(Print)

TITLE: _____
(Print)

SOCIAL SECURITY NUMBER: _____

Distribution:

Original: CONTRACTOR
Copy: CONTRACTOR Employee

ATTACHMENT F

SAFELY SURRENDERED BABY LAW

ATTACHMENT G

INTERNAL REVENUE NOTICE 1015

